

Lance J.M. Steinhart, P.C.

1720 Windward Concourse
Suite 115
Alpharetta, Georgia 30005

Also Admitted in New York
and Maryland

Telephone:(770) 232-9200
Facsimile:(770) 232-9208
Email: lsteinhart@telecomcounsel.com

November 16, 2010

VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY

Mr. David Foster
Utility Division Deputy Chief
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505
(615) 741-3939

filed electronically in docket office on 11/16/10

Re: In the matter of Four Star Marketing, LLC d/b/a Midsouth Home Phone for
Designation as an Eligible Telecommunications Carrier (ETC),
Docket No. 10-00112

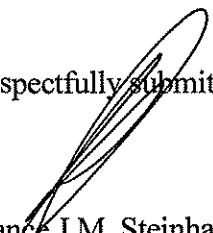
Dear Mr. Foster:

Enclosed please find for filing an original and four (4) copies of the Data Request
No. 3 for Four Star Marketing, LLC d/b/a Midsouth Home Phone. This filing has been
electronically submitted on November 16, 2010.

I have also enclosed an extra copy of this letter to be date stamped and returned to
me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with additional information,
please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Four Star Marketing, LLC
d/b/a Midsouth Home Phone

Enclosures:
Brent Ragin

Question No. 1. Will all of your customer connections be provided by 251 loops, obtained as UNEs?

Response: The specific percentage of customers whose service will be provisioned through 251 loops obtained as UNEs has yet to be determined. The decision to put a customer on UNE-P will be determined by the underlying carriers costs compared to the Resale tariff. Based on the zone/feature combination selected by the customer, UNE-P is more/ less expensive than provisioning on Resale. We expect the percentage to be between 10% and 60% depending on the services chosen and zone.

Question No. 2. Clarify the data response to question 2, dated November 5, 2010, stating ... "Four Star is still in the process of negotiating a wholesale agreement with AT&T..." by explaining what is Four Star negotiating and why these items not provide for in the interconnection agreement?

Response: In order to provide service utilizing unbundled network elements, a wholesale agreement is required in addition to an interconnection agreement. The Company confirms that the Local Wholesale Complete Agreement is in place between the Company and AT&T.

Please see attached Exhibit A

- Commercial Agreement – LWC 04/15/10 Pages 42-45
- Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and Four Star Marketing, LLC dba Midsouth Home Phone Attachment 2 – CCCS pages 55-97, 171-179, 196-197, 244-429, 245, 340-344 and 388
"Access to Network Elements" and Rates that apply for Four Star Marketing customers in the State of Tennessee

Question No. 3. Identify in the Interconnection Agreement where it discusses obtaining telephone numbers for assignment to the end user.

Response: Please see Interconnection Agreement Negotiated between BellSouth Telecommunications, Inc. dba AT&T Tennessee and Four Star Marketing, LLC dba Midsouth Home Phone, Attachment 5 - Access to Numbers and Number Portability, pages CCCS 345-350.
A copy of this section is also attached as Exhibit B

Question No. 4. In your response dated November 5, 2010, referencing COLR level of responsibility, please provide an affirming statement regarding the provision of service by the use of ILEC UNEs.

Response: The Company understands its level of responsibility as a Carrier of Last Resort. The company will utilize UNEs from either AT&T or any successor carrier to AT&T.

Exhibit A

Commercial Agreement – LWC 04/15/10 Pages 42-45

**BellSouth Telecommunications, Inc. dba AT&T Tennessee and Four
Star Marketing, LLC dba Midsouth Home Phone, Attachment 2 –
CCCS pages 55–97, 171-179, 196-197, 244-429, 245, 340-344 and 388**

**Access to Network Elements and Rates that apply for Four Star
Marketing customers in the State of Tennessee**

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee															
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE			
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECH	SOMAN	Ordering Interface Rates (\$)			
												SOMAN	SOMAN	SOMAN	SOMAN
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message				0.0000044										
	ODUF: Message Processing, per message				0.002446										
	ODUF: Message Processing, per Magnetic Tape provisioned				35.54										
	ODUF: Data Transmission (CONNECT-DIRECT), per message				0.0000339										
	ALTERNATELY BILLED TRAFFIC														
	LABT, Billing and Collection Fee, per message				0.05										
	INDUSTRIAL VOICEMAIL														
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMB	3.25										
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMB1	3.25										
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00										
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMBB1	6.00										
	AT&T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE														
	> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.														
	End Office Switching (Port Usage)														
	End Office Switching Function, Per MOU				0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)														
	Tandem Switching Function Per MOU				0.0009778										
	Melded Factor: 38.90% of the Tandem Rate														
	Tandem Switching Function Per MOU (Melded)				0.000380364										
	Common Transport														
	Common Transport - Per Mile, Per MOU				0.0000064										
	Common Transport - Facilities Termination Per MOU				0.0003871										
	Local Wholesale Complete Usage														
	Local Wholesale Complete, per MOU				0.002										
	AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES														
	> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categor														
	> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.														
	LOCAL WHOLESALE COMPLETE (RES)														
	Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Res)														
	2-Wire voice port - residence		UEPRX	UEPRL	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - res		UEPRX	UEPAQ	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus with Caller ID - res		UEPRX	UEPAH	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAK	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAL	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAM	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAN	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAO	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPRX	UEPRT	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire Voice Tennessee Residence Dialing Plan without Caller ID		UEPRX	UEPWN	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus Port without Caller ID Capability		UEPRX	UEPRR	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	FEATURES														
	All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03	0.00	0.00
	NONRECURRING CHARGES - CONVERSION														
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00					30.89	7.03	0.00	0.00
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00					30.89	7.03	0.00	0.00

AT&T-STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE			
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			Ordering Interface Rates (\$)			
										SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00					15.69				
ADDITIONAL NRCs															
	Local Wholesale Complete - Subsequent		UEPRX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPRX	UEAEN	11.74	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPRX	UEAEN	17.59	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPRX	UEAEN	29.37	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop - Design	1	UEPRX	UEAED	14.74	75.06	48.20								
	2 Wire Analog Voice Grade Extension Loop - Design	2	UEPRX	UEAED	22.08	75.06	48.20								
	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPRX	UEAED	36.87	75.06	48.20								
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	18.58	55.39	17.37								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.0174	0.00	0.00								
INSIDE WIRE MAINTENANCE															
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50										
LOCAL WHOLESALE COMPLETE (BUS)															
Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	12.48							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	16.31							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	21.32							0.00	0.00	0.00	0.00
2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - bus		UEPBX	UEPAV	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Economy Option		UEPBX	UEPAC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Standard Option		UEPBX	UEPAD	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		UEPBX	UEPAE	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Business Dialing Plan without Caller ID		UEPBX	UEPWO	11.70	49.14	26.04					30.89	7.03	0.00	0.00
FEATURES															
	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03	0.00	0.00
NONRECURRING CHARGES - CONVERSION															
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00					30.89	7.03	0.00	0.00
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00					30.89	7.03	0.00	0.00
ADDITIONAL NRCs															
	Local Wholesale Complete - Subsequent		UEPBX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPBX	UEAEN	11.74	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPBX	UEAEN	17.59	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPBX	UEAEN	29.37	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop - Design	1	UEPBX	UEAED	14.74	75.06	48.20								
	2 Wire Analog Voice Grade Extension Loop - Design	2	UEPBX	UEAED	22.08	75.06	48.20								
	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPBX	UEAED	36.87	75.06	48.20								
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	18.58	55.39	17.37								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0174	0.00	0.00								
INSIDE WIRE MAINTENANCE															
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50										

AT&T-STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE			
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			Ordering Interface Rates (\$)			
										SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL WHOLESALE COMPLETE (RES - PBX)															
Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)														
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	8.70	49.14	26.04					30.89	7.03	0.00	0.00
FEATURES															
	All Features Offered		UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03	0.00	0.00
NONRECURRING CHARGES - CONVERSION															
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00					30.89	7.03	0.00	0.00
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00					30.89	7.03	0.00	0.00
ADDITIONAL NRCs															
	Local Wholesale Complete - Subsequent		UEPRG	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	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	UEPRG	P2JHX	14.74	75.06	48.20								
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	22.08	75.06	48.20								
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	36.87	75.06	48.20								
	Non-Wire Direct Serve Channel Voice Grade	SW	UEPRG	SDD2X	10.02	148.84	112.34								
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	18.58	55.39	17.37								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.0174	0.00	0.00								
LOCAL WHOLESALE COMPLETE (BUS - PBX)															
Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	12.48							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	16.31							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	21.32							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice 2-Way Combination PBX Tennessee Calling Port		UEPPX	UEPT2	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port		UEPPX	UEPTO	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN		UEPPX	UEPXN	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice PBX Collierville and Memphis Calling Port		UEPPX	UEPXU	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice 2-Way PBX Tennessee RegionServ Calling Port		UEPPX	UEPXV	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan		UEPPX	UEPA6	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Voice Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan		UEPPX	UEPA7	11.70	49.14	26.04					30.89	7.03	0.00	0.00
FEATURES															
	All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00					15.69	0.00	0.00	0.00
NONRECURRING CHARGES - CONVERSION															
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00					30.89	7.03	0.00	0.00
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00					30.89	7.03	0.00	0.00
ADDITIONAL NRCs															
	Local Wholesale Complete - Subsequent		UEPPX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83					20.35	10.54	13.32	13.32

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee

CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE			
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			Ordering Interface Rates (\$)			
										SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	14.74	75.06	48.20								
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	22.08	75.06	48.20								
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	36.87	75.06	48.20								
	Non-Wire Direct Serve Channel Voice Grade	SW	UEPPX	SDD2X	10.02	148.84	112.34								
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	18.58	55.39	17.37								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0174	0.00	0.00								
LOCAL WHOLESALE COMPLETE (COIN)															
Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	12.48							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	16.31							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	21.32							0.00	0.00	0.00	0.00
2-Wire Voice Grade Line Port Rates (Coin)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)		UEPCO	UEPTB	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)		UEPCO	UEPRP	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTA	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)		UEPCO	UEPCA	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)		UEPCO	UEPOT	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00							0.00	0.00	0.00	0.00
NONRECURRING CHARGES - CONVERSION															
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00					30.89	7.03	0.00	0.00
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00					30.89	7.03	0.00	0.00
ADDITIONAL NRCs															
	Local Wholesale Complete - Subsequent		UEPCO	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83					20.35	10.54	13.32	13.32

**BellSouth Telecommunications, Inc. dba AT&T Tennessee and Four
Star Marketing, LLC dba Midsouth Home Phone, Attachment 2 –
CCCS pages 55–97, 171-179, 196-197, 244-429, 245, 340-344 and 388**

**Access to Network Elements and Rates that apply for Four Star
Marketing customers in the State of Tennessee**

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 NewPhone for NewPhone'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 NewPhone (Other Services). Additionally, the provision of a particular Network Element or Other Service may require NewPhone 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 NewPhone 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 NewPhone 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 NewPhone 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 NewPhone pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to NewPhone 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

NewPhone. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between NewPhone 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, NewPhone 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 NewPhone has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide NewPhone with thirty (30) days written notice to disconnect or convert such Arrangements. If NewPhone 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 (DS1 or above) Dedicated Transport or high capacity Loops, NewPhone shall undertake a reasonably diligent inquiry to determine whether NewPhone is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, NewPhone self-certifies that to the best of NewPhone'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 NewPhone'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 NewPhone 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, NewPhone shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.9 NewPhone 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 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 NewPhone, BellSouth shall perform the RNM.
- 1.11 Commingling of Services
 - 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that NewPhone 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. NewPhone 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, NewPhone should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: <http://www.interconnection.bellsouth.com/guides/html/unes.html>.
- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to NewPhone'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 NewPhone's Collocation Space. These cross-connections are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.
- 1.13.4 Testing/Trouble Reporting
- 1.13.4.1 NewPhone will be responsible for testing and isolating troubles on Network Elements. NewPhone 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, NewPhone will be required to provide the results of the NewPhone test which indicate a problem on the BellSouth network.
- 1.13.4.2 Once NewPhone 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 customers.

- 1.13.4.3 If NewPhone reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge NewPhone 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 customer's location more than once due to incorrect or incomplete information provided by NewPhone (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill NewPhone 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 a customer premises (Loop). Facilities that do not terminate at a demarcation point at a customer 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 customer's premises, including inside wire owned or controlled by BellSouth. NewPhone 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 customer'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 customer'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 customer'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 customer 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 NewPhone 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 sixty-four (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 NewPhone. 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 NewPhone 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 a customer's premises.
- 2.1.4 DS1 and DS3 Loop Requirements
- 2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
- 2.1.4.2 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 except as described below:
 - 2.1.4.2.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.

- 2.1.4.2.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.3 A list of wire centers meeting the criteria set forth in Sections 2.1.4.2.1 and 2.1.4.2.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site.
- 2.1.4.4 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.5 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.2 above 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".
- 2.1.4.6.2 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 DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.
- 2.1.4.6.3 For purposes of Section 2.1.4.6 above, BellSouth shall make available DS1 and DS3 Loops that were in service for NewPhone in a wire center on the Subsequent Wire Center List as of the tenth (10th) 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).
- 2.1.4.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 2.1.4.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, NewPhone 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.

- 2.1.4.6.6.1 If NewPhone fails to submit the spreadsheet(s) specified in Section 2.1.4.6.6 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 NewPhone'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.
- 2.1.4.6.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.6.6 above or transitioned pursuant to Section 2.1.4.6.6.1 above, 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 Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (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 NewPhone in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the customer's location. If NewPhone 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), NewPhone may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

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

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

2.1.8.1 OC allows BellSouth and NewPhone to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to NewPhone's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

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

2.1.9

	Order Coordination (OC)	Order Coordination - Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable	Not Available	Not	Chargeable Option –	Charged for Dispatch inside and outside

(Non-Designed)	Option		Available	ordered as Engineering Information Document	Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, NewPhone must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by NewPhone when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in NewPhone's Agreement before requesting a conversion.

2.1.10.2 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 customer location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to NewPhone 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.

2.1.11 Bulk Migration

2.1.11.1 BellSouth will make available to NewPhone a Bulk Migration process pursuant to which NewPhone 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. The CLEC Information Package is located on BellSouth's Interconnection Web site: 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, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

- 2.1.11.2 Should NewPhone request migration for two (2) or more EATNs containing fifteen (15) or more circuits, NewPhone 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); or
 - 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 NewPhone 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 NewPhone, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. NewPhone 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 customers.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that NewPhone 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 NewPhone. 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 NewPhone to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

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

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

2.3.2.1 2-wire Unbundled ISDN Digital Loop;

2.3.2.2 2-wire Unbundled ADSL Compatible Loop;

2.3.2.3 2-wire Unbundled HDSL Compatible Loop;

2.3.2.4 4-wire Unbundled HDSL Compatible Loop;

2.3.2.5 4-wire Unbundled DS1 Digital Loop;

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

2.3.2.7 DS3 Loop; or

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. NewPhone will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. 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 eighteen thousand (18,000) feet long and may have up to six thousand (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 twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-Wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.
- 2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to NewPhone at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, 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 forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. 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 fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 NewPhone 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 NewPhone.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by NewPhone 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 customer'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, NewPhone 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 NewPhone 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 NewPhone 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 NewPhone 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 TR 73600 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 NewPhone which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from NewPhone, 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 NewPhone. 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 NewPhone 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 NewPhone 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. NewPhone 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 NewPhone 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 NewPhone desires BellSouth to condition.

- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for NewPhone, NewPhone will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by NewPhone is available at the location for which the ULM was requested, NewPhone 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, NewPhone 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 NewPhone has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the customer and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to NewPhone. 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 NewPhone (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 NewPhone, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. NewPhone 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 customer's 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 (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The

NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit NewPhone to connect NewPhone's Loop facilities to the customer's premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 NewPhone may access the customer's premises wiring by any of the following means and NewPhone 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 NewPhone 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 customer's premises wiring is present and environmental conditions permit, either Party may remove the customer 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 NewPhone may request BellSouth to make other rearrangements to the customer 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 NewPhone's responsibility to ensure there is no safety hazard, and NewPhone 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 NewPhone shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 NewPhone 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 NewPhone 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 customer's premises and the distribution media and/or cross-connect to NewPhone's NID.

2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. NewPhone may request BellSouth to do additional work to the NID on a time and material basis. When NewPhone deploys its own local loops in a multiple-line termination device, NewPhone 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 customer'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 customer'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 customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.
- 2.8.2.3.1 If NewPhone requests a UCSL and it is not available, NewPhone 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 customer's premises.
- 2.8.2.4.1 Upon request for USLD-INC from NewPhone, 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 NewPhone's use on this cross-connect panel. NewPhone 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, NewPhone 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. NewPhone'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 NewPhone is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet NewPhone's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

- 2.8.2.7 The site set-up must be completed before NewPhone 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 NewPhone'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, NewPhone will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when NewPhone requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by NewPhone 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 TR 73600 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 customer'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 customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer'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 customers premises, and NewPhone does own or control such wiring, NewPhone will install UNTW Access Terminals for BellSouth

under the same terms and conditions as BellSouth provides UNTW Access Terminals to NewPhone.

- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate NewPhone for each pair activated commensurate to the price specified in NewPhone'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 customer 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 customer 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 will 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 customer 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 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 customer 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.
- 2.9 Loop Makeup
- 2.9.1 Description of Service
- 2.9.1.1 BellSouth shall make available to NewPhone LMU information with respect to Loops that are required to be unbundled under this Agreement so that NewPhone can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment NewPhone intends to install and the services NewPhone wishes to provide. LMU is a preordering transaction, distinct from NewPhone 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 NewPhone 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 NewPhone 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 NewPhone 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 NewPhone 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 NewPhone'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 below, 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 NewPhone or the customer, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. NewPhone 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 § 51.325(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 NewPhone, according to the applicable network disclosure requirements. It will be NewPhone's responsibility to move any service it may provide over such facilities to alternative facilities. If NewPhone 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 NewPhone 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" on BellSouth's Interconnection Web site:

www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if NewPhone needs further Loop information in order to determine Loop service capability, NewPhone may initiate a separate Manual SI for a separate nonrecurring charge 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. NewPhone will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, NewPhone does not reserve facilities upon an initial LMUSI, NewPhone'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 NewPhone has reserved multiple Loop facilities on a single reservation, NewPhone may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to NewPhone, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by NewPhone.
- 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 customers 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 NewPhone provides its own switching or obtains switching from a third party, NewPhone may engage in line splitting arrangements with another CLEC using a splitter, provided by NewPhone, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 Provisioning Line Splitting and Splitter Space – UNE-L
 - 3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When NewPhone owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.

- 3.3.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.4 CLEC Provided Splitter – Line Splitting – UNE-L
- 3.4.1 To order High Frequency Spectrum on a particular Loop, NewPhone must have a DSLAM collocated in the central office that serves the customer of such Loop.
- 3.4.2 NewPhone may purchase, install and maintain central office POTS splitters in its collocation arrangements. NewPhone may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.4.3 Any splitters installed by NewPhone in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. NewPhone may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.5 Maintenance – Line Splitting – UNE-L
- 3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer's premises and the termination point.
- 3.5.2 NewPhone shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Unbundled Network Element Combinations

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

- 4.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.
- 4.1.2 To the extent NewPhone requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 4.2 Rates
- 4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.
- 4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.
- 4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of NewPhone.
- 4.3 Enhanced Extended Links (EELs)
- 4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide NewPhone with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.
- 4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled

with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

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

4.3.4 Service Eligibility Criteria

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

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

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

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

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

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

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

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

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

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

- 4.3.4.3 BellSouth may, on an annual basis, audit NewPhone'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 NewPhone failed to comply with the service eligibility criteria, NewPhone 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 NewPhone did not comply in any material respect with the service eligibility criteria, NewPhone shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that NewPhone did comply in all material respects with the service eligibility criteria, BellSouth will reimburse NewPhone for its reasonable and demonstrable costs associated with the audit. NewPhone will maintain appropriate documentation to support its certifications.
- 4.3.4.4 In the event NewPhone converts special access services to UNEs, NewPhone shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

- 5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by NewPhone, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to NewPhone. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to NewPhone unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth (Entrance Facilities).
- 5.2 DS1 and DS3 Dedicated Transport Requirements
- 5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.2.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport except as described below:
- 5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.

- 5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.2.2.3 A list of wire centers meeting the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site as (Initial Wire Center List).
- 5.2.2.4 Once a wire center exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 5.2.2.5 Once a wire center exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.2.2.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 5.2.2.6.2 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 above.
- 5.2.2.6.3 For purposes of Section 5.2.2.6, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for NewPhone in a wire center on the Subsequent Wire Center List as of the tenth (10th) 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).
- 5.2.2.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 5.2.2.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.2.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List NewPhone shall submit a spreadsheet(s) identifying the

Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

- 5.2.2.6.6.1 If NewPhone fails to submit the spreadsheet(s) specified in Section 5.2.2.6.6 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 NewPhone'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.
- 5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.6 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.2.3 BellSouth shall:
- 5.2.4 Provide NewPhone exclusive use of Dedicated Transport to a particular customer or carrier;
- 5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 5.2.6 Permit, to the extent technically feasible, NewPhone to connect Dedicated Transport to equipment designated by NewPhone, including but not limited to, NewPhone's collocated facilities; and
- 5.2.7 Permit, to the extent technically feasible, NewPhone to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.3 BellSouth shall offer Dedicated Transport:
- 5.3.1 As capacity on a shared facility; and
- 5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to NewPhone.
- 5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

- 5.5 NewPhone 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 DS1 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.
- 5.6 Technical Requirements
- 5.6.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 5.6.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 5.6.2.1 DS0 Equivalent;
- 5.6.2.2 DS1;
- 5.6.2.3 DS3;
- 5.6.2.4 STS-1; and
- 5.6.2.5 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.
- 5.6.3 BellSouth shall design Dedicated Transport according to its network infrastructure. NewPhone shall specify the termination points for Dedicated Transport.
- 5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;
- 5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

- 5.6.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
- 5.6.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 5.7 Unbundled Channelization (Multiplexing)
 - 5.7.1 To the extent NewPhone is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, NewPhone may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
 - 5.7.2 BellSouth shall make available the following channelization systems and interfaces:
 - 5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
 - 5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 5.7.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, NewPhone's channelization equipment must adhere strictly to form and protocol standards. NewPhone must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 5.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

- 5.9.1 Dark Fiber Transport Requirements
- 5.9.1.1 For purposes of this Section 5.9, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.9.1.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport except as described below:
 - 5.9.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.9.1.3 A list of wire centers meeting the criteria set forth in Section 5.9.1.2.1 above as of March 10, 2005, (Initial List) is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.
- 5.9.1.4 Once a wire center exceeds either of the thresholds set forth in Section 5.9.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.9.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
 - 5.9.1.5.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.9.1.2.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
 - 5.9.1.5.2 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 above.
 - 5.9.1.5.3 For purposes of Section 5.9.1.5, BellSouth shall make available Dark Fiber Transport that was in service for NewPhone in a wire center on the Subsequent Wire Center List as of the tenth (10th) 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).
 - 5.9.1.5.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

- 5.9.1.5.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.9.1.5.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List NewPhone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 5.9.1.5.6.1 If NewPhone fails to submit the spreadsheet(s) specified in Section 5.9.1.5.6 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 NewPhone'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.
- 5.9.1.5.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.9.1.5.6 above or transitioned pursuant to Section 5.9.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.10 Rearrangements
- 5.10.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working NewPhone circuit from one CFA to another NewPhone 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.
- 5.10.2 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.
- 5.10.3 Upon request of NewPhone, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.10.1 and 5.10.2 above and NewPhone may request OC-TS for such orders.
- 5.10.4 BellSouth shall accept a LOA between NewPhone and another carrier that will allow NewPhone 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.

- 5.10.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: NewPhone 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 DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
- 5.10.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. NewPhone shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.
- 5.10.7 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 NewPhone elects not to utilize the EEL to UNE-L Retermination process, NewPhone must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, NewPhone will be charged the EEL disconnect charges and the full non-recurring rates for installation of a new Loop, as set forth in Exhibit A.

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

6.1 911 and E911 Databases

- 6.1.1 BellSouth shall provide NewPhone with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 6.1.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. NewPhone will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

- 6.2.1 BellSouth's 911 database vendor shall provide NewPhone the capability of providing updates to the ALI/DMS database through a specified electronic interface. NewPhone shall contact BellSouth's 911 database vendor directly to request interface. NewPhone shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of NewPhone and BellSouth shall not be liable for the transactions between NewPhone and BellSouth's 911 database vendor.
- 6.2.2 It is NewPhone's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 6.2.3 NewPhone 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 www.interconnection.bellsouth.com/guides.
- 6.2.4 Stranded Unlocks are defined as end user records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to NewPhone, 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 NewPhone to assume responsibility for such records.
- 6.2.5 Based upon end user record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to NewPhone that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. NewPhone shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to NewPhone within two (2) months following the date of the Stranded Unlock report provided by BellSouth. NewPhone shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of NewPhone's records.
- 6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
 - 6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
 - 6.3.1.1 The database capability allows NewPhone to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the NewPhone PBX 911 end user station telephone number for the 911 call that is placed by the end user.

- 6.3.2 NewPhone may order either the database capability or the transport component as desired or NewPhone may order both components of the service.
- 6.3.3 911 PBX Locate Database Capability. NewPhone's end user or NewPhone'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.
- 6.3.4 Ordering, provisioning, testing and maintenance shall be provided by NewPhone pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 6.3.5 NewPhone's end user, or NewPhone's end user DMA 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 NewPhone 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. NewPhone should not submit telephone number updates for specific PBX station telephone numbers that are submitted by NewPhone's end user, or NewPhone's end user DMA under the terms of 911 PBX Locate product.
- 6.3.5.1 NewPhone must provision all PBX station numbers in the same LATA as the E911 tandem.
- 6.3.6 NewPhone 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 NewPhone'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 NewPhone 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. NewPhone 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 NewPhone's end user or DMA pursuant to these terms. Specifically, NewPhone'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.

- 6.3.7 NewPhone may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for NewPhone's end users' telephone numbers for which it has direct management authority.
- 6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires NewPhone to order a CAMA type dedicated trunk from NewPhone's end user premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the NewPhone's end user premise and the BellSouth 911 tandem as described in BellSouth's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. NewPhone is responsible for connectivity between the end user's PBX and NewPhone's switch or POP location. NewPhone will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a NewPhone purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). NewPhone 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.
- 6.3.9 Ordering and Provisioning. NewPhone 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.
- 6.3.9.1 Testing and maintenance shall be provided by NewPhone pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by NewPhone pursuant to the terms and conditions set forth in Attachment 3.

7 White Pages Listings

- 7.1 BellSouth shall provide NewPhone and its customers access to white pages directory listings under the following terms:
- 7.1.1 Listings. NewPhone shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NewPhone residential and business customer 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 NewPhone and BellSouth customers. NewPhone 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.
- 7.1.2 Unlisted/Non-Published Customers. NewPhone will be required to provide to BellSouth the names, addresses and telephone numbers of all NewPhone customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.
- 7.1.3 Inclusion of NewPhone Customers in Directory Assistance Database. BellSouth will include and maintain NewPhone customer listings in BellSouth's DA databases. NewPhone shall provide such Directory Assistance listings to BellSouth at no charge.
- 7.1.4 Listing Information Confidentiality. BellSouth will afford NewPhone's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as NewPhone provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to NewPhone one (1) basic White Pages directory listing per NewPhone customer at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a 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, 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.

- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to NewPhone customer at no charge or as specified in a separate agreement between NewPhone and BellSouth's agent.
- 7.3 Procedures for submitting NewPhone SLI are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.3.1 NewPhone authorizes BellSouth to release all NewPhone SLI provided to BellSouth by NewPhone to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), BellSouth's GSST. Such NewPhone SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to NewPhone for BellSouth's receipt of NewPhone 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 NewPhone's SLI, or costs on an ongoing basis to administer the release of NewPhone SLI, NewPhone 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 NewPhone's SLI, NewPhone will be notified. If NewPhone does not wish to pay its proportionate share of these reasonable costs, NewPhone may instruct BellSouth that it does not wish to release its SLI to independent publishers, and NewPhone shall amend this Agreement accordingly. NewPhone will be liable for all costs incurred until the effective date of the agreement.
- 7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by NewPhone under this Agreement. NewPhone 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 NewPhone listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to NewPhone any complaints received by BellSouth relating to the accuracy or quality of NewPhone listings.
- 7.3.4 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	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,																
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				SOME C		3.50	0.00	3.50	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCXX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCUD1	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								

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'l	Nonrecurring Disconnect First							Add'l
												OSS Rates(\$)				
										SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		25.33	25.33								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
	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								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URES1		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	URES2		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.23	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URES1		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	URES2		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A:								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect								OSS Rates(\$)					
									First	Add'l							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93				20.35	10.54	13.32	13.32					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93				20.35	10.54	13.32	13.32					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48				20.35	10.54	13.32	13.32					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48				20.35	10.54	13.32	13.32					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48				20.35	10.54	13.32	13.32					
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		31.99	20.02						20.35	10.54	13.32	13.32					
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
	2 Wire Unbundled HDLSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	89.64	16.93				20.35	10.54	13.32	13.32					
	2 Wire Unbundled HDLSL 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 HDLSL 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 HDLSL 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 HDLSL 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 HDLSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48				20.35	10.54	13.32	13.32					
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02						20.35	10.54	13.32	13.32					
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
	4 Wire Unbundled HDLSL 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 HDLSL 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 HDLSL 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 HDLSL 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 HDLSL 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 HDLSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97				20.35	10.54	13.32	13.32					
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02						20.35	10.54	13.32	13.32					
	4-WIRE DS1 DIGITAL LOOP																					
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95					
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	76.98	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95					
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	128.54	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URES		23.42	3.30														
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URES		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												
	6 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					

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'l	Nonrecurring Disconnect First	Add'l	SOMECS	SOMAN	OSS Rates(\$)				
														SOMAN	SOMAN	SOMAN	SOMAN	
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18			20.35		10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18			20.35		10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18			20.35		10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18			20.35		10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18			20.35		10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18			20.35		10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18			20.35		10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18			20.35		10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URES1		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	URES2		24.82	4.70									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.28	49.82					20.35		10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35		10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35		10.54	13.32	13.32
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35		10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35		10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35		10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35		10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35		10.54	13.32	13.32
	4-WIRE COPPER LOOP																	
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35		10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35		10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35		10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35		10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35		10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35		10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35		10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52									
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCDD1	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 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'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)		
														SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40							
		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
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		108.06	108.06					20.35	10.54	13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29							
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29							
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00							
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29							
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29							
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88							
		Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00							
		Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44							
Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82							
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82							

UNBUNDLED 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'l	Nonrecurring First	Disconnect Add'l	SOMECS	SOMAN	OSS Rates(\$)			SOMAN	SOMAN
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		526.48	9.74									
		Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32	13.32	
		Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32	13.32	
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32	13.32	
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32	13.32	
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32	13.32	
UNE OTHER, PROVISIONING ONLY - NO RATE																		
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL													
		Unbundled Contact Name, Provisioning Only - no rate				UNECSN	0.00	0.00										
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOSF	0.00	0.00										
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF	0.00	0.00										
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
LOOP MAKE-UP																		
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32	13.32	
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32	
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32	
LINE SPLITTING																		
END USER ORDERING-CENTRAL OFFICE BASED																		
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61											
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32	
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32	
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
PHYSICAL COLLOCATION																		
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00	
VIRTUAL COLLOCATION																		
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41	
UNBUNDLED DEDICATED TRANSPORT																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 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											

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'l	Nonrecurring First	Disconnect Add'l							SOMEK
	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
	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			U1TS1	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
	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									
	HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.19											
	DS3 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											
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	389.35	595.37	304.50	234.83	170.16				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 (SL2) 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		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	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				31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86				31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86				31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86				31.26	10.42		
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDCX	UDL56	27.66	108.76	35.47	72.94	10.86				20.35	10.54	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDCX	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	UNCDCX	UDL56	69.24	108.76	35.47	72.94	10.86				20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDCX	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	UNCDCX	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	UNCDCX	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 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88				18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88				18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88				18.98	8.43	11.95	
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	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			UNC5X	1L5ND	9.19											
	STS-1 Local Loop in combination - Facility Termination			UNC5X	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	1L5XX	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	1L5XX	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	8.66	8.66
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDCX	1L5XX	0.0174											
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDCX	U1TD5	17.98	79.83	44.08	69.32	31.00				20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment 2 Exh A:				
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
	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	U1TD6	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	1L5XX	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			UNC3X	1L5XX	2.34										
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	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 DS1	i		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	i		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79						
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCCC3		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, UNC3X	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	5.70	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								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	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	1D1DD	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			U1TD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	17.58	5.70	4.42								
	DS1 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, U1TD3, UNC3X, U1TS1, 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)	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		34.53	15.11								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		1.40	1.40								
	UNE Reconfiguration Change Charge per Circuit	i		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	i		UNC1X	URERP		1.40	1.40								
	UNE Reconfiguration Change Charge per Circuit	i		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	i		UNC1X	URERP		1.40	1.40								
Access to DCS - Customer Reconfiguration (FlexServ)																

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)		
											SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
	Customer Reconfiguration Establishment						2.78		3.32						
	DS1 DCS Termination with DS0 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														
				U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULVDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		130.47	40.11							
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I													
				U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULVDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28							
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I													
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.93	18.93							
SIGNALING (CCS7)															
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.														
	CCS7 Signaling 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 (Monthly)			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 NETWORK ELEMENTS - Tennessee											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECSOMAN	OSS Rates (\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.09									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.61									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.74									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.09									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	16.61									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.74									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	14.26									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.37									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	35.68									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	14.26									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.37									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	35.68									
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	59.09									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	88.53									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	147.82									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75									
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.40963									
		Interoffice Channel - Dedicated Transport - 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 COMPONENTS																
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates (\$)			
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	59.09										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	88.53										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	147.82										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.40963										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	430.38										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	983.22										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local 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	1L5XX	2.69										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70										

LOCAL INTERCONNECTION - Tennessee											Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	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.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0009778bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0009778										
	Tandem Intermediary Charge, per MOU*					0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.59		8.09							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59		8.09							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000064bk										
	Common Transport - Facilities Termination Per MOU					0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.29	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
	CCS7 Signaling Usage, Per TCAP Message					0.0000916bk										

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	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU66	352.3bk										
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	0.00	0.00	0.00
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.																

COLLOCATION - Tennessee													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Nonrecurring Disconnect Add'l	SOME C	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09									
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25									
	Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.94									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		197.09									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		218.53									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		21.44									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.74									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.95									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		100.14									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,027.00									
	Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		8.87									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.60									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		11.22									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		16.82									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		38.84									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.033	33.82	31.92								
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95								
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPsR, UEPsB, UEPsE, UEPsP, USL, UEPeX, UEPDx	PE1P1	1.51	53.27	40.16								

COLLOCATION - Tennessee											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECS	SOMAN	OSS Rates(\$)			
				UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPOX, UEPSR, UEPSB, UEPSSE, UEPSP	PE1P3	19.26	52.37	38.89								
	Physical Collocation - DS3 Cross-Connect, provisioning															
				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Physical Collocation - 2-Fiber Cross-Connect															
				ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Physical Collocation - 4-Fiber Cross-Connect															
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSSE, UEPSB, UEPSX, UEPC2	PE1R2	0.033	33.82	31.92					20.35	10.54	13.32	1.40
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPCD	PE1R4	0.066	33.94	31.95					20.35	10.54	13.32	1.40
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02								
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67									
Cable Records																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00									
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05									
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.45									
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57									

COLLOCATION - Tennessee												Attachment: 4 Exh B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)			
											SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42									
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		8.45									
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		21.11									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		21.11									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		30.69									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		30.69									
	Entrance Cable															
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		43.10							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.29									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EA F		2,633.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		565.09									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNC NX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
				UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
				ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UE PDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
				USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC SX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41

COLLOCATION - Tennessee											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Nonrecurring Add'l	Disconnect	OSS Rates(\$)					
												SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34				2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35				2.69	2.69	1.56	1.56
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013											
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019											
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEP2C	VE1R2	0.57	11.62	9.90	10.38	8.66				20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67				20.35	10.54	13.32	1.40
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67										
Cable Records																	
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05										
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45										
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42										
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45										
Security																	
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44						2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61						2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79						2.07	2.81	0.67	1.41
Maintenance																	
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64							2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77							2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90							2.07	2.81	0.67	1.41
Entrance Cable																	
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00							2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87											
COLLOCATION IN THE REMOTE SITE																	
Physical Remote Site Collocation																	
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41											
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69										
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49										

COLLOCATION - Tennessee															Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	OSS Rates(\$)					
													SOMAN	SOMAN	SOMAN	SOMAN		
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81											
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.15											
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02										
Adjacent Remote Site Collocation																		
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134												
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27												
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																		
Virtual Remote Site Collocation																		
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76									
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41												
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49											
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81											
ADJACENT COLLOCATION																		
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656												
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53												
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12		
	Adjacent Collocation - 4-Wire Cross-Connects			UEAUHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12		
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12		
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12		
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12		
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12		
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95				0.00	0.00	0.00	0.00		
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81												
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64												
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45												
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30												
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																		

CMDS - Tennessee														Attachment: 7 Exh A			
CATEGORY	RATE ELEMENTS			Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)		
															SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message							0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message							0.001									

Exhibit B

**BellSouth Telecommunications, Inc. dba AT&T Tennessee and Four
Star Marketing, LLC dba Midsouth Home Phone, Attachment 5 -
Access to Numbers and Number Portability, pages CCCS 345-350**

Attachment 5

Access to Numbers and Number Portability

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2. Local Number Portability	4
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4. LNP In Conjunction with Local Switching.....	5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. **Non-Discriminatory Access to Telephone Numbers**

- 1.1 During the term of this Agreement, where Image Access is utilizing its own switch, Image Access shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where BellSouth provides local switching or resold services to Image Access, BellSouth will provide Image Access with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Image Access acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Image Access may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Image Access) telephone numbers per rate center if the following conditions are met:
 - 1.2.1 Image Access must: (1) indicate that all of the intermediate numbers currently held by Image Access in each rate center where Image Access will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Image Access will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Image Access in the rate center where Image Access is requesting telephone numbers has reached at least seventy-five percent (75%).
 - 1.2.2 The above information will be provided by Image Access by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" (MTE Worksheet), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Image Access will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Image Access to customers by the total number of intermediate numbers held by Image Access in the rate center and multiplying the result by one hundred (100).
 - 1.2.3 If fulfilling Image Access's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy Image

Access's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy Image Access's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by Image Access for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.4 Image Access agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.3 above.

1.3 Image Access acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, BellSouth may request that Image Access cancel all or a portion of its unassigned intermediate numbers. Image Access's consent to BellSouth's request shall not be unreasonably withheld.

2. Local Number Portability

2.1 The Parties will offer LNP in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.

2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.

2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.

2.6 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's customer may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

- 2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and Image Access shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.
- 2.8 The Parties will set Location Routing Number (LRN) unconditional or ten (10) digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.
- 2.11 BellSouth and Image Access will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry foras addressing LNP.
- 2.12 Where Image Access utilizes BellSouth's LNP Query Service, BellSouth shall bill and Image Access shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, Image Access shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on BellSouth's Interconnection Web site under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1.
- 3. Service Order Charges**
- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Attachment 6 and Exhibit A of Attachment 2.
- 4. LNP In Conjunction with Local Switching**
- 4.1 Where Image Access purchases local switching from BellSouth, the Parties shall adhere to the following processes:
- 4.1.1 When Image Access submits an LSR for services, if the telephone number associated with the services requested resides in a switch other than BellSouth's, then BellSouth will submit an LNP LSR to the appropriate switch owner. Image Access shall be responsible for reimbursing BellSouth for any costs or charges

imposed on BellSouth by the switch owner resulting from the submission of the LNP LSR. In addition, Image Access shall pay to BellSouth the manual service order charges or electronic service order charges as specified in Exhibit A of Attachment 2 for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.

- 4.1.2 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.