BELLSOUTH® / CLEC Agreement

Customer Name: McLeodUSA Telecommunications Services, Inc.

McLeodUSA Telecommunications Services, Inc.	2
Terms & Conditions	3
Att 1 Resale	44
Att 1 Resale rates	87
Att 2 UNEs	88
Att 2 UNE rates	158
Att 3 LI	213
Att 3 LI rates	236
Att 4	238
Att 5	301
Att 5 NP rates	312
Att 6	313
Att 6 Ex A Disaster Recovery	323
Att 7 Billing	334
Att 7 Billing rates	353
Att 8 ROW	354
Att 9 PM	356
Att 10	359
Att 11 BFR	369
McLeod ISP amendment	372
McLeod Deposit Amendment	374

Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

By and Between

BellSouth Telecommunications, Inc.

And

McLeodUSA Telecommunications Services, Inc.

Table of Contents

1. INTRODUCTION 1
2. INTERPRETATION AND CONSTRUCTION 2
3. EFFECTIVE DATE 3
4. TERM OF THE AGREEMENT 3
5. RESALE 4
6. UNBUNDLED NETWORK ELEMENTS 5
7. INTERCONNECTION 5
8. COLLOCATION 5
9. NUMBERS AND NUMBER PORTABILITY 5
10. OPERATIONAL SUPPORT SYSTEMS 5
11. BILLING 7
12. RIGHTS OF WAY, CONDUITS AND POLE ATTACHMENTS 7
13. DIRECTORY LISTINGS 8
14. PARITY 9
15. BONA FIDE REQUEST/NEW BUSINESS REQUEST PROCESS FOR FURTHER UNBUNDLING 9
16. LOCAL DIALING PARITY 9
17. LAW ENFORCEMENT AND CIVIL PROCESS 9
18. PERFORMANCE MEASUREMENTS 10
19. LIABILITY AND INDEMNIFICATION 11
20. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES 12
21. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION 13
22. TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION 14
23. ASSIGNMENTS 16
24. ESCALATION PROCEDURES 16
25. EXPEDITE PROCEDURES 17
26. RESOLUTION OF DISPUTES 17
27. TAXES 17

Table of Contents

28. NETWORK MAINTENANCE AND MANAGEMENT 20

29. CHANGES IN SUBSCRIBER CARRIER SELECTION 20

30. FORCE MAJEURE 21

31. YEAR 2000 COMPLIANCE 21

32. BINDING EFFECT 21

33. CONSENT 21

34. MODIFICATION OF AGREEMENT 22

35. WAIVERS 22

36. EXPENSES 22

37. RELATIONSHIP OF PARTIES 23

38. THIRD PARTY BENEFICIARIES 23

39. COOPERATION ON PREVENTING END USER FRAUD 23

40. GOOD FAITH PERFORMANCE 23

41. INDEPENDENT CONTRACTORS 23

42. SUBCONTRACTING 23

43. SEVERABILITY 24

44. SURVIVAL OF OBLIGATIONS 24

45. CUSTOMER INQUIRIES 24

46. COMPLIANCE WITH APPLICABLE LAW 25

47. LABOR RELATIONS 25

48. COMPLIANCE WITH THE COMMUNICATIONS LAW ENFORCEMENT ACT OF 1994 ("CALEA") 25

49. ADDITIONAL FAIR COMPETITION REQUIREMENTS ..... ERROR! BOOKMARK NOT DEFINED.

50. GOVERNING LAW 25

51. ARM'S LENGTH NEGOTIATIONS 26

52. NONEXCLUSIVE DEALINGS 26

53. NOTICES 26

54. RULE OF CONSTRUCTION 27

55. HEADINGS OF NO FORCE OR EFFECT 27

Table of Contents

56. MULTIPLE COUNTERPARTS 27

57. FILING OF AGREEMENT 27

58. ENTIRE AGREEMENT 27

59. SIGNATURE 28

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") an Iowa corporation, and shall be deemed effective as of the Effective Date specified in Section 3 hereof. This Agreement may refer to either BellSouth or McLeodUSA or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier ("ILEC") as defined by the Telecommunications Act of 1996 ("the FTA"), authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, McLeodUSA is a Competitive Local Exchange Carrier ("CLEC") authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, both Parties wish to interconnect their facilities and exchange local traffic for termination, and McLeodUSA wishes to purchase unbundled Network Elements and resell BellSouth's Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, specifically by means of exercising their rights and fulfilling their obligations pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended by the Federal Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, BellSouth and McLeodUSA agree as follows:

1. INTRODUCTION

1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide to McLeodUSA(a) services for Resale (hereinafter referred to as Resale Services), (b) unbundled Network Elements, (c) Interconnection, (d) Collocation, and (e) all other features and arrangements described in this Agreement.

1.2 The Network Elements, and Resale Services provided pursuant to this Agreement may be connected by McLeodUSA to other Network Elements, Resale Services or Access Services provided by BellSouth, or to any network components or services provided by McLeodUSA itself or by any other vendor or Telecommunications Carrier. Subject to the requirements of this Agreement,

McLeodUSA may at any time add, delete, relocate or modify the Resale Services or Network Elements purchased hereunder.

1.3 BellSouth and McLeodUSA may fulfill the requirements imposed upon them by this Agreement by themselves or may cause their agents to take action to fulfill such responsibilities.

1.4 This Agreement includes and incorporates herein the Attachments to this Agreement, and all Appendices, Exhibits, Schedules, Addenda and Amendments hereto.

2. INTERPRETATION AND CONSTRUCTION

2.1 Capitalized terms used in this Agreement shall have the respective meanings specified in Part B hereof, or As Defined by the Act.

2.2 The definitions in Part B hereof shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" throughout this Agreement. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.

2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.

2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, McLeodUSA or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.6 Subject to the terms set forth in Attachment 2 regarding rates and charges, and the Resale Discount set forth in Attachment 1, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. However, if any provision of this Agreement and any applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in the main body of this Agreement and any

Attachment, Schedule, Appendix or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in the main body of this Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding of a conflict for purposes of this Section 2 or in a tariff and not in this Agreement.

2.7 Technical references that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed in Attachment 2 and other relevant Attachments hereto to assist the Parties in meeting their respective responsibilities hereunder.

3. EFFECTIVE DATE

This Agreement becomes effective on the date when executed by both Parties (the "Effective Date").

4. TERM OF THE AGREEMENT

4.1 The term of this Agreement shall be from the Effective Date until December 31, 2002, and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If**,** as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 4.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Sections 4.3 and 4.4 below.

4.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the rates, terms, and conditions of any service arrangement described herein to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local Interconnection and/or Resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Services herein without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date

of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to Interconnect, exchange traffic, provide Resale Services and Network Elements, pursuant to the terms and conditions of this Agreement.

4.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 4.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to McLeodUSA pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to McLeodUSA pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

4. 5 Subject to Section 1 of Attachment 7 of this Agreement, where termination would affect the services(s) provided by the purchaser thereof to its End Users, the Network Elements and Resale Services provided hereunder are vital to McLeodUSA(or, if applicable, to BellSouth) and must be continued without interruption. When McLeodUSA provides or retains another vendor to provide such comparable Network Elements or Resale Services, BellSouth and McLeodUSA agree to cooperate in an orderly and efficient transition of affected facilities and services to McLeodUSA or such other vendor. The Parties shall coordinate as necessary to ensure that the levels and quality of the Network Elements and Resale Services is not degraded. Each Party will exercise its best efforts to effect an orderly and efficient transition to the replacement provider of facilities and/or services.

5. RESALE

BellSouth shall make available to McLeodUSA for resale each of the Telecommunications Services it provides at retail to subscribers that are not Telecommunications Carriers on a nondiscriminatory basis, without unreasonable or discriminatory restrictions, and at a discount reflecting its avoided costs, pursuant to the rates, terms and conditions contained in Attachment 1 hereto and in accordance with the Act, including Sections 251(b)(1), 251(c)(4) and 252(d)(3), and all applicable FCC and State Commission rules, regulations, orders and policies (hereafter, “Requirements”).

6. UNBUNDLED NETWORK ELEMENTS

BellSouth shall provide McLeodUSA nondiscriminatory access to unbundled Network Elements at just, reasonable and nondiscriminatory rates, terms and conditions for the provision of Telecommunications Services pursuant to the rates, terms and conditions in Attachment 2 hereto in accordance with the Act, including Sections 251(c)(3) and 252(d)(1), and all applicable FCC and State Commission Requirements.

7. INTERCONNECTION

BellSouth shall provide for the Interconnection of McLeodUSA's facilities and equipment with BellSouth's network at any technically feasible point within BellSouth's network at just, reasonable and nondiscriminatory rates, terms and conditions, pursuant to the terms and conditions of Attachment 3 hereto and the prices in Attachment 3 hereto and in accordance with the Act, including Sections 251(a), 251(b)(5), 251(c)(2), 252(d)(1), 252(d)(2), and all applicable FCC and State Commission Requirements.

8. COLLOCATION

BellSouth shall permit Physical Collocation of McLeodUSA's equipment at the premises of BellSouth as necessary for Interconnection and access to unbundled Network Elements on a just, reasonable, and nondiscriminatory basis, pursuant to the rates, terms and conditions set forth in Attachment 4 hereto and in accordance with the Act, including Section 251(c)(6), and all applicable FCC and State Commission Requirements. BellSouth shall permit Virtual Collocation pursuant to the terms of BellSouth's FCC Tariff No. 1.

9. NUMBERS AND NUMBER PORTABILITY

BellSouth shall provide McLeodUSA with nondiscriminatory access to telephone numbers and Local Number Portability pursuant to the terms and conditions set forth in Attachment 5 hereto, and in accordance with the Act, including Sections 251(b)(2), 251(b)(3), 251(e), and applicable FCC and State Commission Requirements.

10. OPERATIONAL SUPPORT SYSTEMS

BellSouth shall provide McLeodUSA with nondiscriminatory access to BellSouth's Operations Support Systems ("OSS") functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing of Resale Services and unbundled Network Elements, pursuant to the terms and conditions of Attachment 6, and consistent with the Act, including Sections 251(c)(3), 251(d)(1), and 252(d)(1), applicable State statutes, all applicable FCC and State Commission Requirements.

BellSouth has developed and made available the following mechanized systems by which McLeodUSA may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface

EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway
RoboTAG™	Enhanced TAG system*

*RoboTAG shall be available at a price to be negotiated by the Parties.

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	**AL, GA, LA, MS, SC**	**FL, KY, NC, TN**
OSS **LSR** charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event McLeodUSA provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

McLeodUSA will incur an OSS charge for an accepted LSR that is later canceled by McLeodUSA.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These

ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

The Parties agree that McLeodUSA will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

11. BILLING

BellSouth shall provide intercarrier billing arrangements to McLeodUSA pursuant to the rates, terms and conditions of Attachment 7 hereto, and in accordance with the Act, and applicable FCC and State Commission Requirements.

12. RIGHTS OF WAY, CONDUITS AND POLE ATTACHMENTS

BellSouth shall offer McLeodUSA non-discriminatory access to its poles, ducts, conduits and rights of way, pursuant to terms and conditions set forth in Attachment 8 hereto, and in accordance with the Act, including Sections 224, and 251(b)(4), applicable State statutes, and all applicable FCC and State Commission Requirements. Such access to rights-of-way, conduit and pole attachments shall be at least equal in quality to, and at rates, terms and conditions at least as favorable, as comparable arrangements provided by BellSouth to itself, its Subsidiaries or Affiliates, or to any other Telecommunications Service Provider.

13. DIRECTORY LISTINGS

13.1 BellSouth shall make available to McLeodUSA's End Users White Page Directory Listing in accordance with the Act, and all applicable FCC and State Commission Requirements. BellSouth shall include McLeodUSA subscriber listings in BellSouth's Directory Assistance database(s) at no charge provided McLeodUSA does not charge for such listings. BellSouth and McLeodUSA shall formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

13.2 Notwithstanding any provision(s) to the contrary, McLeodUSA shall provide to BellSouth, and BellSouth shall accept, McLeodUSA's Subscriber Listing Information (SLI) relating to McLeodUSA's customers in the geographic area(s) covered by this Interconnection Agreement. McLeodUSA authorizes BellSouth to release all such McLeodUSA SLI provided to BellSouth by McLeodUSA to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such McLeodUSA SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

13.2.1 No compensation shall be paid to McLeodUSA for BellSouth's receipt of McLeodUSA 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 McLeodUSA's SLI, or costs on an ongoing basis to administer the release of McLeodUSA SLI, McLeodUSA shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

13.2.2 BellSouth shall not be liable for the content or accuracy of any SLI provided by McLeodUSA under this Agreement. McLeodUSA shall indemnify, 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 McLeodUSA listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to McLeodUSA any complaints received by BellSouth relating to the accuracy or quality of McLeodUSA listings.

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

14. PARITY

When McLeodUSA purchases, pursuant to Attachment 1 of this Agreement, Telecommunications Services from BellSouth for the purposes of Resale to End Users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, Subsidiaries and End Users to the extent technically feasible. The quality of a Network Element provided pursuant to Attachment 2 of this Agreement, as well as the quality of the access to such Network Element provided by BellSouth to McLeodUSA, shall be at least equal in quality to that which BellSouth provides to itself. The quality of the Interconnection between the networks of BellSouth and McLeodUSA shall be at a level that is equal to that which BellSouth provides itself, a Subsidiary, an Affiliate, or any other. Person. The Interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by McLeodUSA. "Equal in quality" in each instance also means the same interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same services, or facilities.

15. BONA FIDE REQUEST/NEW BUSINESS REQUEST PROCESS FOR FURTHER UNBUNDLING

BellSouth shall, upon request of McLeodUSA, provide McLeodUSA access to its Network Elements at any technically feasible point for the provision of McLeodUSA's Telecommunications Services where such access is necessary and failure to provide access would impair the ability of McLeodUSA to provide services that it seeks to offer. Any request by McLeodUSA for access to a Network Element, Interconnection option, or for the provisioning of any service or product that is not already available, shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 11 hereto.

16. LOCAL DIALING PARITY

BellSouth shall provide local dialing parity As Described by the Act and required by FCC rules, regulations and policies. McLeodUSA End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, McLeodUSA End Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

17. LAW ENFORCEMENT AND CIVIL PROCESS

17.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from Local Exchange Carriers. When either Party receives a request associated with an End User of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of

intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so.

17.2 Subpoenas. McLeodUSA agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to McLeodUSA end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. McLeodUSA agrees that in cases where McLeodUSA receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to McLeodUSA end users, McLeodUSA will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request. McLeodUSA will provide McLeodUSA end user and/or other customer information that is available to McLeodUSA in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for McLeodUSA end user and/or other customer information to McLeodUSA for the purpose of providing this information to the law enforcement agency.

17.3 Law Enforcement Emergencies. If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party shall be held liable for any claims or damages arising from compliance with such requests.

18. PERFORMANCE MEASUREMENTS

The Parties agree that the services offered and rendered by BellSouth pursuant to this Agreement shall be provisioned at parity to the service levels and intervals for which BellSouth performs such services for itself, its Affiliates or any other Person or Telecommunications Carrier. The Parties further agree that the service level specified for each item addressed by the Performance Measurements set forth in Attachment 9 shall be at parity. BellSouth agrees to meet the performance standard of parity as measured by the relevant Performance Measurements for each reporting period during the term of this Agreement and any extension thereof. In addition to the service quality measurements described in Attachment 9, no later than third quarter of 2000, BellSouth shall also provide to McLeodUSA a disaggregation report for the provisioning and maintenance of (1) enhanced extended links ("EELs") and (2) Frame Relay resale. These additional disaggregation reports shall be provided to McLeodUSA as a separate, McLeodUSA-specific report published each month on BellSouth's PMAP website rather than as part of the standard service quality measurements.

19. LIABILITY AND INDEMNIFICATION

19.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible McLeodUSA revenues.

19.2 McLeodUSA Liability. In the event that McLeodUSA consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of McLeodUSA under this Agreement.

19.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor McLeodUSA shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

19.4 Limitation of Liability.

19.4.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any loss relating to or arising out of this Agreement, whether based in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

19.4.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by McLeodUSA, any McLeodUSA Customer or by any other Person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by McLeodUSA, any McLeodUSA Customer or any other Person or entity, resulting from the gross negligence or willful misconduct of BellSouth, shall not be subject to such limitation of liability.

19.4.3 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth Customer or by any other Person or entity, for damages associated with any of the services provided by McLeodUSA pursuant to or in connection with this Agreement, including but not

limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, McLeodUSA's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth Customer or any other Person or entity resulting from the gross negligence or willful misconduct of McLeodUSA, shall not be subject to such limitation of liability.

19.5 Neither Party shall be liable for damages to the other Party's terminal location, POI or the other Party's Customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

19.6 Except to the extent caused by gross negligence or willful misconduct neither Party shall be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

19.7 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the Customer of the Party receiving services arising from such Party's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party, the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder.

20. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY HERETO MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES, FUNCTIONS AND

PRODUCTS PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT, AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

21. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

21.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement.

21.2 Publicity. Each Party is strictly prohibited from any use, including but not limited to use in sales, marketing or advertising of Telecommunications Services, of the other Party's name, service mark, trademark or logo. Either Party may reference the name of the other party in connection with factual statements in response to questions from Customers or potential Customers regarding the source of the underlying service.

21.3 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

21.4 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of copyright, trademarks or trade secrets, or other potential intellectual property infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

21.4.1 Modification of the service by someone other than the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or

21.4.2 The combination, operation or use of the service with any product, data or apparatus not provided by the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use; or

21.4.3 conformance to specifications of the indemnitee which would necessarily result in infringement.

21.5 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below: (i) modify or replace the applicable facilities or equipment (including software) while maintaining its form and function, or (ii) obtain a license sufficient to allow such use to continue.

21.5.1 In the event (i) or (ii) are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

21.5.2 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party ("Indemnified Party") shall promptly give written notice to the other Party ("Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

21.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

22. TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

22.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All Confidential Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend**.** In addition, by way of example and not limitation, all orders for Facilities and Services provided herein, placed by either Party pursuant to this Agreement, and, information that would constitute Customer Proprietary Network Information ("CPNI") of either Party's Customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data, whether disclosed by one Party to the other or otherwise acquired by one Party from the other in the course

of the performance of this Agreement, shall be deemed Confidential Information of either Party for all purposes under this Agreement.

22.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such agent or consultant must have agreed in writing to comply with and be bound by the terms of this Section 22. Each Party expressly commits, without limitation, that no Confidential Information of the other Party will be made available to any employee, agent or consultant with retail sales, marketing or sales management-related functions other than as expressly provided in this Agreement.

22.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

22.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party becomes aware that it has lost or made an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

22.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Disclosure; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or court, in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order or confidentiality agreement, as applicable, with any such mediator, arbitrator, state

or regulatory body or court, and complies with any protective order that covers the Confidential Information.

22.6 The Parties acknowledge that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from End Users or sources other than the Disclosing Party.

22.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination of the Agreement.

22.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure of Confidential Information in breach of this Agreement by the Recipient or its representatives, and the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

23. ASSIGNMENTS

Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor: (i) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party and (ii) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other, to any person or entity that obtains control of all or substantially all of such assigning Party's assets, by stock purchase, asset purchase, merger, foreclosure, or otherwise. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

24. ESCALATION PROCEDURES

Each Party hereto shall provide the other party hereto with the names and telephone numbers or pagers of their respective managers up to the Vice Presidential level for the escalation of unresolved matters relating to their performance of their duties under this Agreement. Each Party shall supplement and update such information as necessary to facilitate prompt resolution of such matters. Each Party further agrees to establish an automatic internal escalation procedure relating to unresolved disputes arising under this Agreement.

25. EXPEDITE PROCEDURES

Each Party shall promptly establish a nondiscriminatory procedure for expediting installation and repair of facilities provided pursuant to this Agreement.

26. RESOLUTION OF DISPUTES

26.1 Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section. In the event of a Dispute between the Parties relating to this Agreement, and upon the written request of either Party, each of the Parties shall appoint within **ten (10) calendar days** after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after a Party's request is made for appointment of designated representatives as set forth above, either Party may seek relief from the appropriate state regulatory agency of any Dispute upon which the Parties hereto are unable to reach agreement or may seek such other relief to which it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pendency of a Dispute to disrupt service to any McLeodUSA or BellSouth End User, unless such service is damaging or interfering with customer services or network operations.

27. TAXES

27.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

27.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

27.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

27.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

27.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

27.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

27.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

27.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

27.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

27.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

27.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

27.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a

taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

27.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

27.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

27.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

27.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

27.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

27.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

27.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

27.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in

no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

27.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

28. NETWORK MAINTENANCE AND MANAGEMENT

28.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

28.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.

28.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.

28.4 BellSouth agrees to provide McLeodUSA prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to McLeodUSA under the terms of this Agreement.

29. CHANGES IN SUBSCRIBER CARRIER SELECTION

29.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from an McLeodUSA Customer or another LEC in order to process an McLeodUSA order for Resale Service for an McLeodUSA End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, McLeodUSA shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by McLeodUSA under this Agreement that require a primary Local Exchange

Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.

29.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or caused to be switched that End User back to his preferred carrier in accordance with Applicable Law.

30. FORCE MAJEURE

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

31. YEAR 2000 COMPLIANCE

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with the other Party or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

32. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

33. CONSENT

Where consent, approval or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed, unless otherwise expressly provided herein.

34. MODIFICATION OF AGREEMENT

34.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to McLeodUSA, at the same rates, and the same terms and conditions, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

34.2 If McLeodUSA changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of McLeodUSA to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

34.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

34.4 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of McLeodUSA or BellSouth to perform any material terms of this Agreement, McLeodUSA or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 26.

35. WAIVERS

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, will be effective unless the same is in writing and signed by an authorized representative of the Party against whom such amendment, waiver or consent is claimed. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

36. EXPENSES

Except as specifically set out in this Agreement, or as otherwise required by a regulatory agency with jurisdiction, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

37. RELATIONSHIP OF PARTIES

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate form this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

38. THIRD PARTY BENEFICIARIES

This Agreement does not provide, and shall not be construed to provide, third parties with any benefit, remedy, claim, liability, reimbursement, cause of action, or other privilege.

39. COOPERATION ON PREVENTING END USER FRAUD

The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

40. GOOD FAITH PERFORMANCE

In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

41. INDEPENDENT CONTRACTORS

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

42. SUBCONTRACTING

If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including

any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

43. SEVERABILITY

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 26.

44. SURVIVAL OF OBLIGATIONS

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

45. CUSTOMER INQUIRIES

45.1 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

45.2 Each Party shall ensure that each of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 45.1 to callers who inquire about the other Party's services or products, and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

46. COMPLIANCE WITH APPLICABLE LAW

46.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law, and nothing herein shall be deemed to prevent either Party from recovering its cost or otherwise billing the other Party for compliance with the Order to the extent required or permitted by the term of such Order.

46.2 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

47. LABOR RELATIONS

Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

48. COMPLIANCE WITH THE COMMUNICATIONS LAW ENFORCEMENT ACT OF 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance, and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

49. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

50. ARM'S LENGTH NEGOTIATIONS

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

51. NONEXCLUSIVE DEALINGS

This Agreement does not prevent either Party from providing or purchasing services or facilities to or from any other Person, nor does it obligate either Party to provide or purchase any services or facilities not specifically provided herein.

52. NOTICES

52.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

McLeodUSA Telecommunications Services, Inc.

David Conn
McLeodUSA Technology Park
6400 C Street, S.W.
P.O. Box 3177
Cedar Rapids, IA 52406-3177
(319) 790-7055
(319) 790-7901 (Fax)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

52.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in

the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

52.3 BellSouth shall provide McLeodUSA notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

53. RULE OF CONSTRUCTION

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

54. HEADINGS OF NO FORCE OR EFFECT

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

55. MULTIPLE COUNTERPARTS

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

56. FILING OF AGREEMENT

56.1 Upon execution of this Agreement BellSouth shall file with the appropriate state Commission pursuant to the requirements of Section 252 of the Act. Each Party shall cooperate with the other and with any applicable regulatory agency to obtain regulatory approval of this Agreement. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, McLeodUSA shall be responsible for the costs of publishing the required notice and the filing fee shall be borne by both Parties equally.

56.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by McLeodUSA prior to filing of the Agreement. The CLEC Louisiana Certification Number for McLeodUSA is TSP00084-A.

57. ENTIRE AGREEMENT

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

The following services are included as options for purchase by McLeodUSA. McLeodUSA shall elect said services by written request to its Account Manager if applicable.
Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

58. SIGNATURE

Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.	**McLeodUSA Telecommunications Services, Inc.**
On File	On File
Signature	Signature
Elizabeth R.A. Shiroishi	David R. Conn
Name	Name
Managing Director	Vice President
Title	Title
4/5/01	4/2/01
Date	Date

Definitions

1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted and implemented in the duly authorized rules and regulations of the FCC or a State Commission within its state of jurisdiction.

2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal of up to 6 Mbps to the End User and up to 640 Kbps from the End User.

3 "Affiliate" is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

4 "Agreement" refers to this Interconnection Agreement between McLeodUSA and BellSouth and all Attachments, Appendices, Exhibits, Schedules and Addenda or Amendments hereto.

5 "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

6 "Applicable Law " means all laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

7 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a State Commission within its state of jurisdiction.

8 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

9 "Automatic Location Identification" or "ALI" means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.

10 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the calling party.

11 "Bellcore" now known as "Telcordia"

12 "Bill Date" means the date that a bill is issued by a party.

13 "Bona Fide Request" as defined in Attachment 11.

14 "Business Day " means a day on which banking institutions are required to be open for business in New York.

15 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

16 "Carrier Identification Code" or "CIC" is a three-digit or four digit or five digit number that identifies a specific Interexchange Carrier.

17 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

17.1 "End Office Switches" which are used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

17.2 "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.

18 "Centralized Message Distribution System" or "CMDS" is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

19 "CLASS Features " means certain CCIS-based features available to Customers including but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

20 "Collocation " is As Described in the Act and FCC Rules and Orders, and as further defined in Attachment 4 hereto.

21 "Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.

22 "Commission" is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

23 "Common Channel Signaling" or "CCS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis. The current industry standard for common carrier network signaling is SS7.1.33 "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BellSouth, operating as such in BellSouth's certificated territory.

24 "Confidential Information" is As Defined in Part A hereof.

25 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame

or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the housing party.

26 "Customer" or "End User" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

27 "Customer of Record" means the entity responsible for placing applications for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

28 "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

29 "Customer Specific Arrangement" or "CSA" means a service arrangement negotiated with an individual customer that includes rates, terms or conditions that differ from those included in BellSouth's intrastate retail services tariff.

30 "Daily Usage File" or "DUF" is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to an CLEC.

31 "Dark Fiber" is as defined in Attachment 2 of this Agreement. 1.45 "Data Management System" or "DMS" means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selecting Routing ("SR") and ALI features.

32 "Demarcation Point" means a point on a property or premises where the Customer's service is located as determined by the applicable LEC. This point is where network access recurring charges and the LEC's responsibility stop and beyond which Customer responsibility begins.

33 "Deposit" means assurance provided by a customer in the form of cash, surety bond or bank letter of credit.

34 "Dialing Parity" is As Defined in the Act.

35 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

36 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

37 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

38 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

39 "Dispute" is As Defined in Part A hereof.

40 "End User Customer Location" means the physical location of the premises where an End User makes use of the Telecommunications Services.

41 "Exchange Access" is As Defined in the Act.

42 "Exchange Area " means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

43 "Exchange Message Interface" or "EMI" is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

44 "FCC" means the Federal Communications Commission.

45 "FCC Regulations" means the effective rules, regulations, requirements, orders and policies adopted or issued by the FCC, as each may be revised from time to time.

46 "Feeder" is As Defined in Attachment 2.

47 "Fiber-Meet" or "Mid-Span Meet" as defined in Attachment 3 of this Agreement.

48 "Grandfathered Services" is As Defined in Attachment 1 of this Agreement

49 "Hazardous Substances" is As Defined in Attachment 4 of this Agreement.

50 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quartenary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").

51 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act. For purposes of this Agreement, BellSouth is an Incumbent Local Exchange Carrier.

52 "Independent Telephone Company" or "ITC" means any entity other than BellSouth which, with respect to its operations within the states covered by this Agreement, is an Incumbent Local Exchange Carrier.

53 "Information Service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

54 "Inside Wire " or "Inside Wiring" means all wire, cable, terminals, and associated equipment or materials on the Customer's side of the Rate Demarcation Point.

55 "Integrated Digital Loop Carrier" is as described in Attachment 2 of this Agreement.

56 Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

57 "Interconnection" is As Described in the Act.

58 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

59 "Interim Number Portability" or "INP" is As Described in the Attachment 5 of this Agreement.

60 "InterLATA" is As Defined in the Act.

61 "IntraLATA Toll Traffic" means all basic intraLATA message services calls other than Local Traffic.

62 "Integrated Services Digital Network" (ISDN) means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data, as set forth in Attachment 2.

63 "Line Information Data Base(s)" or "LIDB" is as described in Attachment 2 of this Agreement.

64 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

65 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

66 "Local Interconnection" is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

67 "Local Loop" element is As Defined in Attachment 2 of this Agreement.

68 "Local Number Portability" or "LNP" means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

69 "Local Traffic" is as defined in Attachment 3 of this Agreement.

70 "Main Distribution Frame" means the distribution frame of the Housing Party used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

71 "MECAB" means the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

72 "MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Telcordia as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

73 "Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

74 "NECA" refers to the National Exchange Carriers Association.

75 "Network Element" is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement. 1.110 "Network Interface Device" or "NID" is as described in Attachment 2 of this Agreement.

76 "Non-Intercompany Settlement System" or "NICS" is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

77 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

78 "Numbering Plan Area" or "NPA" also is sometimes referred to as an area code. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized telecommunications service which may be provided across multiple

geographic NPA areas (e.g., 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs).

79 "NXX Code" or "End Office Code" means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

80 "OBF" means the "Ordering and Billing Forum", which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

81 "OCN" refers to an Operating Company Number.

82 "Optical Carrier Level 3" or "OC3" is As Defined in Attachment 2.

83 "Optical Carrier Level 12" or "OC12" is As Defined in Attachment 2.

84 "Optical Line Terminating Multiplexor" or "OLTM" is As Defined in Attachment 2.

85 "Party" means either BellSouth or McLeodUSA, and "Parties" means BellSouth and McLeodUSA.

86 "Percent of Interstate Usage" or "PIU" is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local , interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

87 "Percent Local Usage" or "PLU" is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

88 "Performance Measurements" is as described in Attachment 9 hereto.

89 "Person" is As Defined in the Act.

90 "Physical Collocation" is As Defined in the Act.

91 "PIC" means Primary or Presubscribed Interexchange Carrier.

92 "Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first. Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized

answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

93 "Publisher" means BellSouth's White Pages and Yellow Pages Directories publisher(s), i.e., currently "BAPCO."

94 "Rate Center " means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as McLeodUSA is permitted by an appropriate regulatory body to create its own Rate Centers within an area.

95 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangement for transport and termination of Local Traffic specified in Attachment 3.

96 "Resale" means an activity wherein a certificated CLEC subscribes to the Telecommunications Services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

97 "Resale Service Area" means the area, as defined in a state Commission approved certificate of operation, within which a CLEC may offer resold local exchange telecommunications service.

98 "Resale Services" means the BellSouth local services provided to McLeodUSAfor Resale pursuant to the terms of Attachment 1 hereto.

99 "Revenue Accounting Office" (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

100 "Serving Wire Center" or "SWC" is as described in Attachment 3 of this Agreement.

101 "Shared Tenant Service" or "STS" is as defined in BellSouth's appropriate General Subscriber Service Tariff.

102 "Shared Transport" or "Common Transport" is as defined in Attachment 2 of this Agreement.

103 "Signal Transfer Points" ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

104 "Signaling Links" are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between McLeodUSA designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

105 "Subsidiary" means a corporation or other legal entity owned or controlled by a Party.

106 "Switched Access Traffic" is as described in Attachment 3 of this Agreement.

107 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-I/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

108 "Tariff" means any applicable federal or state tariff of a Party, that is filed and effective with the FCC or Commission, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BellSouth's "Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services" which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

109 "Tax" is As Defined in Part A hereof.

110 "Technically Feasible Point" is As Described in the Act.

111 "Telecommunications" is As Defined in the Act.

112 "Telecommunications Act of 1996" means Public Law 104-104 of the United States Congress effective February 8, 1996 as amended, and any rules, and regulations promulgated thereunder.

113 "Telecommunications Carrier" is As Defined in the Act.

114 "TRS" refers to Telecommunications Relay Service.

115 "Telecommunications Service" is As Defined in the Act.

116 "Telcordia" is the former Bell Communications Research, Inc.

117 "Telephone Exchange Service" is As Defined in the Act.

118 "Telephone Toll Service" is As Defined in the Act.

119 "Toll Traffic " means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or ancillary traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or

"InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

120 "Transit Traffic" means any traffic that originates from or terminates at McLeodUSA's network, "transits" BellSouth's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Traffic Service" provides McLeodUSA with the ability to use its connection to a BellSouth Tandem for the delivery of calls which originate or terminate with McLeodUSA and terminate to or originate from a carrier other than BellSouth, such as another CLEC, an ILEC other than BellSouth. In these cases, neither the originating nor terminating End User is an End User of BellSouth. This service is provided through BellSouth's Tandems.

121 "Transport" network element is as defined in Attachment 2 of this Agreement.

122 "Transport and Termination" is as described in the Act.

123 "V&H Coordinates" means vertical and horizontal coordinates.

124 "Virtual Collocation" is As Defined in the Act.

125 "Voice Grade " means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the term "DS-0" may also be used.

126 "White Pages Directories" means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

Attachment 1

Resale

RESALE

1. Discount Rates

McLeodUSA shall be permitted to purchase all Telecommunications Services that BellSouth provides at retail to subscribers that are not Telecommunications Carriers at a wholesale discount rate off of the retail rate for the Telecommunications Service. The wholesale discount shall be as set forth in Exhibit A to this Attachment, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided or avoidable by BellSouth when selling a service for wholesale purposes as established by the applicable state Commissions.

2. Resale at Wholesale Rates – Section 251(c)(4)

2.1 At the request of McLeodUSA, BellSouth shall make available to McLeodUSA for resale at wholesale rates all Telecommunications Services that BellSouth provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the "Resale Services") and applicable FCC orders and rules, at the terms, conditions and limitations set forth in this Agreement. Resale Services shall include, but not be limited to, the following categories of Telecommunications Services as long as they continue to be provided by BellSouth:

(i) Local Service - Residence, as described in the applicable Tariff;

(ii) Local Service - Business, as described in the applicable Tariff;

(iii) Message Toll Service, as described in the applicable Tariff;

(iv) PBX Trunk, as described in the applicable Tariff;

(v) ISDN Services, as described in the applicable Tariff;

(vi) Centrex Service, as described in the applicable Tariff;

(vii) Private Line Services, as described in the applicable Tariff;

(viii) IntraLATA Inbound Services, as described in the applicable Tariff;

(ix) Customer Owned Pay Telephone Access Line Services, as described in the applicable Tariff; and

(x) Frame Relay Service, as described in the applicable Tariff.

The Resale Services shall be made available to McLeodUSA at the discount rates set forth in this Attachment to the Agreement.

2.2 Other Services

2.2.1. BellSouth may, at its sole discretion, and as agreed to by McLeodUSA, make available to McLeodUSA under this Agreement services other than Telecommunications Services for resale at rates, terms and conditions agreed upon by the Parties.

2.2.2. *"Grandfathered Services"* include any Telecommunications Services, which BellSouth offers to existing subscribers of applicable retail services, but not to new subscribers. BellSouth agrees to make Grandfathered Services available to McLeodUSA for resale to any End User of BellSouth that subscribes to a Grandfathered Service from BellSouth at the time of its selection of McLeodUSA as its service provider; provided that if such Grandfathered Services are provided under a Shared Tenant Service arrangement, such Grandfathered Services shall be available for resale by McLeodUSA to all existing and future tenants of the premises covered by the Shared Tenant Service arrangement. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by BellSouth, BellSouth agrees to continue to sell such Grandfathered Service to McLeodUSA for resale to McLeodUSA's Customers that subscribe to such Grandfathered Service at the time it is so classified by BellSouth, on the same terms and conditions that BellSouth sales the service to its own end users.

2.2.3. Excepting the application of the wholesale discount specified in Exhibit A hereto, each Party acknowledges that Resale Services shall be available to McLeodUSA on the same basis as offered by BellSouth to itself or to any Subsidiary, Affiliate, or any other Person to which BellSouth directly provides the Resale Services, including BellSouth's retail Customers and other resellers of BellSouth's Telecommunications Services, provided that such Resale Services shall be provided (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by BellSouth as an incumbent LEC to any other Person, and (ii) to the same extent as BellSouth's retail Telecommunications Services are subject to the availability of facilities.

3. General Provisions

3.1 BellSouth shall make available Telecommunications Services for resale at the rates set forth herein to this Attachments and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. Unless otherwise set forth in this Attachment, neither Party hereby waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B.

The Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal**.**

3.2 McLeodUSA may purchase Resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.2.1 McLeodUSA must resell services to other End Users.

3.2.2 McLeodUSA must order services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.2.3 McLeodUSA cannot be a CLEC for the single purpose of selling to itself.

3.3 BellSouth shall not be required to provide to McLeodUSA Resale Services at a wholesale rate when those services are offered at a special promotional rate if:

(a) Such promotions involve rates that will be in effect for not more than ninety (90) days; and

(b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a series of ninety (90) day promotional rates.

3.4 The provision of services by BellSouth to McLeodUSA does not constitute a joint undertaking for the furnishing of any service.

3.5 McLeodUSA will be the Customer of Record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from McLeodUSA for all services.

3.6 McLeodUSA will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein.

3.7 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth.

3.8 BellSouth maintains the right to serve directly any End User within the service area of McLeodUSA. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of McLeodUSA.

3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.10 Current telephone numbers may normally be retained by the End User. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to require the continuance of service through any particular Central Office. BellSouth reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, whenever such change is reasonably necessary to the conduct of business.

3.11 For the purpose of the resale of BellSouth's Telecommunications Services by McLeodUSA, BellSouth will provide McLeodUSA with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. McLeodUSA acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request on a nondiscriminatory basis that McLeodUSA cancel its reservations of numbers. McLeodUSA shall comply with such request.

3.12 Further, upon McLeodUSA's request, and for the purpose of the resale of BellSouth's telecommunications services by McLeodUSA, BellSouth will reserve up to 100 telephone numbers per CLLIC, for McLeodUSA's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. McLeodUSA acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of McLeodUSA's reasonable need in that particular CLLIC.

3.13 BellSouth may provide any Telecommunications Service it offers to its End Users or facility for which a charge is not established herein, as long as it is offered on the same terms to McLeodUSA at rates that reflect the resale discount expressed in Exhibit A hereto.

3.14 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.15 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.16 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.17 BellSouth accepts no responsibility to any person for any unlawful act committed by McLeodUSA or its End Users as part of providing service to McLeodUSA for purposes of resale or otherwise.

3.18 The Parties will cooperate fully with law enforcement agencies with subpoenas and court orders as specified in Section 17 of the General Terms and Conditions of this Agreement.

3.19 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.19.1. Interfere with or impair service over any facilities of BellSouth, its Affiliates, or its connecting and concurring carriers involved in its service;

3.19.2. Cause damage to BellSouth's plant;

3.19.3. Impair the privacy of any communications; or

3.19.4. Create hazards to any BellSouth employees or the public.

3.20 McLeodUSA assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by McLeodUSA.

3.21 Facilities and/or equipment utilized by BellSouth to provide service to McLeodUSA remain the property of BellSouth.

3.22 White Page Directory Listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.

3.23 BellSouth shall provide electronic access to customer record information to McLeodUSA; provided that McLeodUSA has the appropriate Letter(s) of Authorization. BellSouth shall provide customer record information in accordance with the terms of Attachment 6 (OSS, O&P) hereto.

3.24 Where available to BellSouth's end users, BellSouth shall provide the following Telecommunications Services at a discount to allow for voice mail services**:**

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

3.25 BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale at rates charged to BellSouth End Users, but without the wholesale discount.

3.26 BellSouth's Inside Wire Maintenance Service Plan shall be made available for resale at rates, terms and conditions offered to BellSouth End Users, but without the wholesale discount.

3.27 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in the BellSouth FCC No. 1 tariff. This charge will not be discounted.

3.28 BellSouth shall refer all questions regarding any McLeodUSA service or product directly to McLeodUSA. BellSouth shall use its best efforts to ensure that all BellSouth representatives who receive inquiries regarding McLeodUSA services do not in any way disparage or discriminate against McLeodUSA or its products or services

3.29 The same quality standards that BellSouth requires of its employees when contacting BellSouth End Users (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with McLeodUSA End Users.

4. BellSouth's Provision of Services to McLeodUSA

4.1 McLeodUSA agrees that its resale of BellSouth services shall be as follows:

4.1.1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2. Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3. BellSouth reserves the right to periodically audit services purchased by McLeodUSA to establish authenticity of use. Such audit shall not occur more than once in a calendar year. McLeodUSA shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth

in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services.

4.3 McLeodUSA may resell services only within the specific resale service area as defined in its certificate.

4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

4.5 McLeodUSA may provide both flat and measured rate service on the same business premise to the same subscribers (End Users) only in accordance with Section A2 of BellSouth's General Subscriber Tariff.

5. New Resale Services; Changes in Provision of Resale Services

BellSouth shall use best efforts to provide McLeodUSA forty-five (45) days advance notice via Internet posting of changes to the prices, terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies McLeodUSA of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify McLeodUSA of such revisions consistent with its internal notification process; provided that, McLeodUSA shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish McLeodUSA with copies of publicly available service descriptions regarding the Resale Services. Notwithstanding the foregoing, McLeodUSA shall not utilize any such BellSouth service descriptions as part of its own sales or marketing efforts.

6. Maintenance of Services

6.1 McLeodUSA will adhere to the reasonable and nondiscriminatory procedures established by BellSouth regarding maintenance and installation of service.

6.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

6.3 McLeodUSA or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

6.4 McLeodUSA accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

6.5 McLeodUSA will be BellSouth's single point of contact for all repair calls on behalf of McLeodUSA's End Users. The parties agree to provide one another with toll-free contact numbers for such purposes.

6.6 BellSouth will bill McLeodUSA for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

6.7 BellSouth reserves the right to contact McLeodUSA's End Users, if deemed necessary, for maintenance purposes.

7. Establishment of Service

7.1 After receiving certification as a Local Exchange Company from the appropriate regulatory agency, unless it has already done so, McLeodUSA will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for McLeodUSA's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

7.2 Service orders will be in a standard format designated by BellSouth. All Local Service Requests ("LSRs") submitted for products and services under this Attachment will be subject to the OSS charges set forth in the General Terms and Conditions of this Agreement.

7.3 When notification is received from McLeodUSA that a current End User of BellSouth will subscribe to McLeodUSA's service, standard service order intervals for the appropriate class of service will apply.

7.4 BellSouth will not require End User confirmation prior to establishing service for McLeodUSA's End User customer. McLeodUSA must, however, be able to demonstrate End User authorization upon request.

7.5 McLeodUSA will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the End User for conversion of the End User's service from McLeodUSA to BellSouth or will accept a request from another CLEC for conversion of the End User's service from McLeodUSA to the other LEC. BellSouth will notify McLeodUSA within five (5) business days via US mail that such a request has been processed.

7.6 If BellSouth determines that an unauthorized change in local service to McLeodUSA has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess McLeodUSA as the CLEC initiating the unauthorized change, the unauthorized change charge described in BellSouth FCC. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to McLeodUSA. These charges will be refunded if McLeodUSA provides satisfactory proof of authorization.

7.7 BellSouth reserves the right to secure a deposit not to exceed two (2) estimated months billing. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

7.7.1 The fact that a security deposit has been made in no way relieves from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

7.7.2 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and gross monthly billing has increased beyond the level initially used to determine the security deposit.

7.7.3 In the event that McLeodUSA defaults on its account, service to McLeodUSA will be terminated and any security deposits held will be applied to its account.

7.7.4 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7.8 Orders to switch services "as is" shall be treated as a change of service and shall *not* be treated as a disconnection and subsequent reconnection of service.

7.9 BellSouth shall provide McLeodUSA notification of disconnects, updated and delivered once daily, via an electronic process known as OUTPLOC.

8. Payment And Billing Arrangements

8.1 BellSouth shall bill McLeodUSA on a current basis all applicable charges and credits.

8.2 Payment of all charges will be the responsibility of McLeodUSA. McLeodUSA shall make payment to BellSouth for all services billed. BellSouth is not

responsible for payments not received by McLeodUSA from McLeodUSA's End User. BellSouth will not become involved in billing disputes that may arise between McLeodUSA and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.

8.3 BellSouth will render bills each month on established bill days for each of McLeodUSA's accounts.

8.4 BellSouth will bill McLeodUSA, in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill McLeodUSA, and McLeodUSA will be responsible for and remit to BellSouth, all government mandated surcharges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

8.5 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

8.5.1. If the payment due date falls on a Sunday or on a holiday which is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 8.7 following, shall apply.

8.5.2. If McLeodUSA requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to McLeodUSA.

8.6 Billing Disputes

8.6.1 Any billing disputes shall be handled in accordance with Section 26 of the General Term and Conditions and Attachment 7 of this Agreement.

8.7 Upon proof of tax exempt certification from McLeodUSA, the total amount billed to McLeodUSA will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. McLeodUSA will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to McLeodUSA’s end user.

8.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in

funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.

8.9 Any switched access charges properly billed to interexchange carriers for access to the resold local exchange lines will be billed by, and due to, BellSouth. McLeodUSA shall bill access charge components properly billed to End Users.

8.10 BellSouth will not perform billing and collection services for McLeodUSA as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

8.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill McLeodUSA directly the end user common line charges in the amount identical to the end user common line charges BellSouth bills its end users.

8.12 In general, BellSouth will not become involved in disputes between McLeodUSA and McLeodUSA's End User customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, McLeodUSA shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with McLeodUSA to resolve the matter in as timely a manner as possible. McLeodUSA may be required to submit documentation to substantiate the claim.

9. Discontinuance of Service

9.1 The procedures for discontinuing service to an End User are as follows:

9.1.1. Where possible, BellSouth will deny service to McLeodUSA's End User on behalf of, and at the request of, McLeodUSA. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of McLeodUSA.

9.1.2. At the request of McLeodUSA, BellSouth will disconnect -an McLeodUSA End User customer.

9.1.3. All requests by McLeodUSA for denial or disconnection of an End User for nonpayment must be in writing.

9.1.4. McLeodUSA will be made solely responsible for notifying the End User of the proposed disconnection of the service.

9.1.5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise McLeodUSA when it is determined that annoyance calls are originated from one of their End User's locations. BellSouth shall be indemnified, defended and held harmless by McLeodUSA and/or the End User against any claim, loss or damage arising from providing this information to McLeodUSA. It is the responsibility of McLeodUSA to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the End User's service.

9.1.6. Use of Facilities. When an End User of McLeodUSA elects to discontinue service from McLeodUSA and to transfer service to another LEC, including BellSouth, BellSouth shall have the right to reuse the facilities provided to McLeodUSA for retail or Resale service or as, unbundled Loops or unbundled Ports for that End User. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state, and BellSouth has received an order to establish new service, or transfer service from an End User or an End User's CLEC, at the same address served by the denied facility.

9.1.6.1. The foregoing applies when BellSouth has received a new order from the End User or the End User's new LEC for a retail service or Resale service or for a UNE which the End User or the End User's new LEC has indicated constitutes a transfer of service from the LEC to another provider (i.e., the order is not for a new line or an additional line).

9.1.6.2. The order for retail service, Resale service, unbundled Loop and/or Port can be for either Exchange or private line service.

9.2 The procedures for discontinuing service to McLeodUSA are as follows:

9.2.1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by McLeodUSA of the rules and regulations of BellSouth's Tariffs.

9.2.2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to McLeodUSA, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by McLeodUSA to receive notices of noncompliance, and discontinue the provision of existing services to McLeodUSA at any time thereafter.

9.2.3. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

9.2.4. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and McLeodUSA's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to McLeodUSA without further notice.

9.2.5. If payment is not received or arrangements made for payment by the date given in the written notification, McLeodUSA's services will be discontinued. Upon discontinuance of service on a McLeodUSA's account, service to McLeodUSA's End Users will be denied. BellSouth will also reestablish service at the request of the End User or McLeodUSA upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. McLeodUSA is solely responsible for notifying the End User of the proposed disconnection of the service.

9.2.6. If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

10. Functionality Required to Support Resale Service.

10.1 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of an End User's subscription to McLeodUSA's service, BellSouth shall block the LEC-assigned telephone line calling card number (including area code) ("TLN") from the Line Identification Database ("LIDB"), unless otherwise agreed by McLeodUSA in the Implementation Plan.

10.2 Telephone Assistance Programs. Telephone Assistance Programs shall be available for Resale as indicated in Exhibit B to this Attachment. Upon conversion to McLeodUSA's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary.

10.3 9-1-1 Services. BellSouth shall provide to McLeodUSA "911" emergency call routing services in accordance with the terms of Attachment 2 to the Agreement.

10.4 Special Services. If BellSouth makes a notation on the Customer Service Record ("CSR") of End Users who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), BellSouth shall provide such data to McLeodUSA on the CSR made available to BellSouth for its End Users. For usage by an McLeodUSA End User of a Telephone Relay Service ("TRS"), BellSouth shall provide McLeodUSA with all billing information furnished to BellSouth by the provider of the TRS.

10.5 TTY/TDD. BellSouth shall cooperate with McLeodUSA to provide services and equipment necessary to serve TTY/TDD customers at rates, terms and conditions set forth in a separate agreement to be negotiated between the Parties.

11. Resale of Customer Specific Arrangements

11.1 CSAs shall be available for resale at the wholesale discount set forth in Exhibit A of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. McLeodUSA may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where McLeodUSA resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to McLeodUSA provided that McLeodUSA assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.

12. Line Information Database (LIDB)

12.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

12.2 BellSouth will provide LIDB Storage upon written request to McLeodUSA Account Manager stating requested activation date.

13. RAO Hosting

13.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

13.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

14. Optional Daily Usage File (ODUF)

14.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.

14.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

15. Enhanced Optional Daily Usage File (EODUF)

15.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.

15.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

16. Calling Name Delivery (CNAM) Database Service

16.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit F. Rates for CNAM are as set forth in Exhibit H of this Attachment.

16.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

EXHIBIT A

APPLICABLE DISCOUNTS

The Telecommunications Services available for purchase by McLeodUSA for the purposes of resale to McLeodUSA End Users shall be available at the following discount off of the retail rate.

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE

-

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 3	Note 3	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch[SM] Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 2
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes

8	AdWatch℠ Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

2 Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.

3 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, McLeodUSA is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, McLeodUSA shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. McLeodUSA must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. McLeodUSA is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that McLeodUSA may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.

4 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

5 AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company

may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local

Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 2000, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The

indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales

promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 2000, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the _____ day of _____, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to McLeodUSA by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

2. McLeodUSA shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3. Applicable compensation amounts will be billed by BellSouth to McLeodUSA on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4. McLeodUSA must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from McLeodUSA to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of McLeodUSA and will coordinate all associated conversion activities.

5. BellSouth will receive messages from McLeodUSA that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from McLeodUSA.

7. All data received from McLeodUSA that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8. All data received from McLeodUSA that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

9. BellSouth will receive messages from the CMDS network that are destined to be processed by McLeodUSA and will forward them to McLeodUSA on a daily basis.

10. Transmission of message data between BellSouth and McLeodUSA will be via CONNECT:Direct.

11. All messages and related data exchanged between BellSouth and McLeodUSA will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

12. McLeodUSA will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

13. Should it become necessary for McLeodUSA to send data to BellSouth more than sixty (60) days past the message date(s), McLeodUSA will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and McLeodUSA to notify all affected Parties.

14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or McLeodUSA) identified and agreed to, the company responsible for creating the data (BellSouth or McLeodUSA) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15. Should an error be detected by the EMI format edits performed by BellSouth on data received from McLeodUSA, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify McLeodUSA of the error condition. McLeodUSA will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, McLeodUSA will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16. In association with message distribution service, BellSouth will provide McLeodUSA with associated intercompany settlements reports (CATS and NICS) as appropriate.

17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

18. RAO Compensation

18.1 Rates for message distribution service provided by BellSouth for McLeodUSA are as set forth in Exhibit A to this Attachment.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .

18.3 Data circuits (private line or dial-up) will be required between BellSouth and McLeodUSA for the purpose of data transmission. Where a dedicated line is required, McLeodUSA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. McLeodUSA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to McLeodUSA. Additionally, all message toll charges associated with the use of the dial circuit by McLeodUSA will be the responsibility of McLeodUSA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4 All equipment, including modems and software, that is required on the McLeodUSA end for the purpose of data transmission will be the responsibility of McLeodUSA.

19. Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by McLeodUSA as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between McLeodUSA and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by McLeodUSA and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by McLeodUSA, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by McLeodUSA, involves a company other than McLeodUSA, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once McLeodUSA is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of McLeodUSA. BellSouth will distribute copies of these reports to McLeodUSA on a monthly basis.

19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of McLeodUSA. BellSouth will distribute copies of these reports to McLeodUSA on a monthly basis.

19.6 BellSouth will collect the revenue earned by McLeodUSA from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of McLeodUSA. BellSouth will remit the revenue billed by McLeodUSA to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on McLeodUSA. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to McLeodUSA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

19.7 BellSouth will collect the revenue earned by McLeodUSA within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of McLeodUSA. BellSouth will remit the revenue billed by McLeodUSA within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to McLeodUSA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and McLeodUSA agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

Optional Daily Usage File

1 Upon written request from McLeodUSA, BellSouth will provide the Optional Daily Usage File (ODUF) service to McLeodUSA pursuant to the terms and conditions set forth in this section.

2 The McLeodUSA shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a McLeodUSA customer.

Charges for delivery of the Optional Daily Usage File will appear on the McLeodUSA's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of the McLeodUSA will be the responsibility of the McLeodUSA. If, however, the McLeodUSA should encounter significant volumes of errored messages that prevent processing by the McLeodUSA within its systems, BellSouth will work with the McLeodUSA to determine the source of the errors and the appropriate resolution.

6 The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to the McLeodUSA:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

- measured billable Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Operator Services Message Attempted Calls (UNE only)

- Credit/Cancel Records

- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to McLeodUSA.

6.1.4 In the event that McLeodUSA detects a duplicate on Optional Daily Usage File they receive from BellSouth, McLeodUSA will drop the duplicate message (McLeodUSA will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to McLeodUSA via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and McLeodUSA for the purpose of data transmission. Where a dedicated line is required, McLeodUSA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. McLeodUSA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to McLeodUSA. Additionally, all message toll charges associated with the use of the dial circuit by McLeodUSA will be the responsibility of McLeodUSA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on McLeodUSA end for the purpose of data transmission will be the responsibility of McLeodUSA.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to McLeodUSA which BellSouth RAO that is sending the message. BellSouth and McLeodUSA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by McLeodUSA and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 McLeodUSA will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. McLeodUSA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to McLeodUSA by BellSouth.

6.5 Control Data

McLeodUSA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate McLeodUSA received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by McLeodUSA for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from McLeodUSA, BellSouth shall send test files to McLeodUSA for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that McLeodUSA set up a production (LIVE) file. The live test may consist of McLeodUSA's employees making test calls for the types of services McLeodUSA requests on the Optional Daily Usage File. These test calls are logged by McLeodUSA, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1 Upon written request from McLeodUSA, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to McLeodUSA pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 The McLeodUSA shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the McLeodUSA's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of the McLeodUSA will be the responsibility of the McLeodUSA. If, however, the McLeodUSA should encounter significant volumes of errored messages that prevent processing by the McLeodUSA within its systems, BellSouth will work with the McLeodUSA to determine the source of the errors and the appropriate resolution.

6 The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to McLeodUSA:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to McLeodUSA.

6.1.3 In the event that McLeodUSA detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, McLeodUSA will drop the duplicate message (McLeodUSA will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to McLeodUSA over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among McLeodUSA's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and McLeodUSA for the purpose of data transmission. Where a dedicated line is required, McLeodUSA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. McLeodUSA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to McLeodUSA. Additionally, all message toll charges associated with the use of the dial circuit by McLeodUSA will be the responsibility of McLeodUSA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on McLeodUSA end for the purpose of data transmission will be the responsibility of McLeodUSA.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to McLeodUSA which BellSouth RAO that is sending the message. BellSouth and McLeodUSA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by McLeodUSA and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides McLeodUSA the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTS (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTS (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the McLeodUSA access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 McLeodUSA shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to McLeodUSA's access to BellSouth's CNAM Database Services and shall be addressed to McLeodUSA's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to McLeodUSA requires interconnection from McLeodUSA to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, McLeodUSA shall provide its own CNAM SSP. McLeodUSA's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.03 If McLeodUSA elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that McLeodUSA desires to query.

3.04 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and BellCore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by McLeodUSA for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by McLeodUSA in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of McLeodUSA to provide accurate information to BellSouth on a current basis.

4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.03 McLeodUSA CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

BELLSOUTH/MCLEODUSA RATES
ODUF/EDOUF/CMDS/CNAM

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
ODUF/EODUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.008	$0.0008611	$0.00019	$0.0001179	$0.008	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.004	$0.0032357	$0.0024	$0.0032089	$0.004	$0.0032344	$0.004
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
CMDS: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$54.95	$55.68	$47.30	$54.62	$54.95	$54.72	$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.001	$0.0000365	$0.00003	$0.0000354	$0.001	$0.0000357	$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
NRC, applicable when McLeodUSA uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00
* Volume and term arrangements are also available.										

NOTES:
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1. INTRODUCTION **3**

2. UNBUNDLED LOOPS **4**

3. INTEGRATED DIGITAL LOOP CARRIERS **10 9**

4. NETWORK INTERFACE DEVICE **10 9**

5. UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM **11**

6. SUB-LOOP ELEMENTS **12**

7. LOCAL SWITCHING **15**

8. TRANSPORT **22**

10. OPERATOR SYSTEMS **30**

11. SIGNALING **36**

12. SIGNALING TRANSFER POINTS (STPS) **37**

13. SERVICE CONTROL POINTS/DATABASES **41**

13.8 CALLING NAME (CNAM) DATABASE SERVICE **46**

14. DARK FIBER **48**

15. SS7 NETWORK INTERCONNECTION **49**

16. BASIC 911 AND E911 ..... **52**

17.1. GENERAL **59**

17.2. OPERATIONAL SUPPORT SYSTEMS (OSS) **59**

1.00 DEFINITIONS **68**

2.0 ATTACHMENT **68**

3.00 PHYSICAL CONNECTION AND COMPENSATION **69**

4.00 CNAM RECORD INITIAL LOAD AND UPDATES **69**

EXHIBIT A – LIDB STORAGE AGREEMENT……EXHIBIT A

EXHIBIT B – CNAM DATABASE SERVICES……EXHIBIT B

EXHIBIT C – RATES ……..EXHIBIT C

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.

1.2 BellSouth shall, upon request of McLeodUSA, and to the extent technically feasible, provide to McLeodUSA access to its network elements for the provision of McLeodUSA's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.3 McLeodUSA may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner McLeodUSA chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by McLeodUSA for combining to the designated McLeodUSA collocation space. The network elements shall be provided as set forth in this Attachment.

1.4 BellSouth will provide the following combined network elements for purchase by McLeodUSA. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with loop concentration
- Port and common (shared) transport
- SL2 Loop and LNP

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 McLeodUSA will adopt and adhere to the reasonable and nondiscriminatory standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

1.8 BellSouth will provide reasonable and nondiscriminatory access to Network Elements on an unbundled basis, pursuant to the terms, conditions and rates set forth in this attachment, and in accordance with all effective rules and decisions of the FCC and the Commission.

2. Unbundled Loops

2.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to the local loop on an unbundled basis pursuant to the following terms and conditions and at the rates approved by the Commission and set forth in this Attachment.

2.2 Definition

2.2.1 The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber as described in Section 14 of this Attachment, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and loop conditioning. The local loop includes, but is not limited to, DSl, DS3, fiber, and other high capacity loops. Unless otherwise requested, all loops will be provisioned with a Network Interface Device ("NID").

2.2.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" (OC) and "Order Coordination - Time Specific" (OC-TS).

"Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where McLeodUSA is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and McLeodUSA advised. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops.

"Order Coordination – Time Specific" refers to service order coordination in which McLeodUSA requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate McLeodUSA's specific conversion time request. However, BellSouth reserves the right to negotiate with McLeodUSA a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. McLeodUSA may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If McLeodUSA 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 according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

If McLeodUSA requests work to be done for any UNE loop that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

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

				Document	
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, McLeodUSA must order OC when requesting OC-TS.

Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is 3-5 business days and is separate from the installation interval. For expedite requests by McLeodUSA, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. If McLeodUSA cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.

If McLeodUSA modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by McLeodUSA.

2.2.3 Intervals for loop conversions shall be as follows: (1) for single loop conversions per location, the conversion shall be completed within fifteen (15) minutes; (2) for up to ten (10) loop conversions per location, the conversion of all loops shall be completed within sixty (60) minutes, and each individual loop conversion shall be completed within fifteen (15) minutes; (3) for loop conversions not exceeding thirty (30) loops per location and not determined complex or exceptionally large, the conversion of all loops shall be completed within one hundred and twenty (120) minutes: and (4) all loops above a thirty loop quantity, or ten (10) loop quantity and determined as complex (a cut that requires more operation than a single cut point), will be negotiated by McLeodUSA and BellSouth prior to the due date.

2.2.4 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). 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 McLeodUSA. McLeodUSA 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 orders 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. 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.

SL2 loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to McLeodUSA. 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 McLeodUSA 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.

2.2.5 BellSouth will also offer Unbundled Digital Loops (UDL).

2.2.5.1 UDLs are service specific and 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. The UDL loops are as follows:

2.2.5.1.1 HDSL-capable. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.2.5.1.2 ADSL-capable. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft 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, Order Coordination, and a DLR.

2.2.5.1.3 DS1. 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, Order Coordination, and a DLR.

2.2.5.1.4 DS0. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.2.6 As a chargeable option on all loops except all Unbundled Copper Loops (UCL), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow McLeodUSA the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.2.7 McLeodUSA will be responsible for testing and isolating troubles on the loops. Once McLeodUSA has isolated a trouble to the BellSouth provided loop, McLeodUSA will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.2.8 If McLeodUSA reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge McLeodUSA for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.2.9 If McLeodUSA reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge McLeodUSA for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.4 Technical Requirements

2.4.1 To the extent available within BST's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, xDSL, and Nx 64 kb/s. If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet the CLEC's request.

2.4.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by McLeodUSA will be consistent with industry standards and BST's TR73600.

2.4.1.2 In some instances, McLeodUSA will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that McLeodUSA can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. McLeodUSA will determine the type of service that will be provided over the loop. In some cases, McLeodUSA may be required to pay additional charges for the removal of certain types of

equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.

In cases in which McLeodUSA has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement.

McLeodUSA, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to McLeodUSA's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. McLeodUSA will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

In addition, McLeodUSA recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that McLeodUSA has placed on the loop. If this occurs, BellSouth will work cooperatively with McLeodUSA to restore the circuit to its previous modified status as quickly as possible. McLeodUSA will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

2.4.2 All UNE loops offered by BellSouth shall be provided to McLeodUSA in accordance with the following Technical References:

BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.4.2.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.4.2.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.4.2.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.4.2.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.5 Loop Conditioning

2.5.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by McLeodUSA, whether or not BellSouth offers advanced services to the End User on that loop.

2.5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.5.3 BellSouth shall recover the cost of loop conditioning requested by McLeodUSA at the non-recurring cost-based rates set forth in this Attachment.

2.5.4 To the extent technically feasible and using testing equipment that exists within BellSouth's network, BellSouth shall test and report trouble for all the features, functions, and capabilities of conditioned loops, and may not restrict testing to voice-transmission only.

3. Integrated Digital Loop Carriers

3.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit McLeodUSA to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide McLeodUSA with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. McLeodUSA will then have the option of paying the one-time SC rates to place the loop facilities or McLeodUSA may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

4. Network Interface Device

4.1 Definition

4.1.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. BellSouth shall permit McLeodUSA to connect its own loop facilities to on-premises wiring through BellSouth's network interface device, or at any other technically feasible point.

4.2 Technical Requirements

4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

4.2.4 The NID shall be capable of withstanding all normal local environmental variations.

4.2.5 Where feasible, the NID shall be physically accessible to McLeodUSA designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, McLeodUSA shall obtain entrance permission directly from the end user.

4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, McLeodUSA may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow McLeodUSA to disconnect the BellSouth loop from the BellSouth NID in order to connect McLeodUSA's loop to the BellSouth NID. In these cases, McLeodUSA accepts all liability associated with this process and it is McLeodUSA's responsibility to make sure the disconnected BellSouth loop is properly grounded.

4.3 Interface Requirements

4.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

4.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

4.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance".

5. Unbundled Loop Concentration (ULC) System

5.1.1 BellSouth will provide to McLeodUSA loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

5.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to McLeodUSA at McLeodUSA's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. Sub-loop Elements

6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Sub Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide nondiscriminatory access, in accordance with § 51.311 and section 251(c)(3) of the Act, to the subloop on an unbundled basis pursuant to the following terms and conditions and at the rates set forth in this Attachment.

6.2 Unbundled Sub-Loop (USL)

6.2.1 Definition

6.2.1.1 The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire owned and controlled by BellSouth, if any. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface.

6.2.1.2 *Technical feasibility*. Subject to applicable and effective FCC rules and orders, if the Parties are unable to reach agreement, pursuant to voluntary negotiations, as to whether it is technically feasible, or whether sufficient space is available, to

unbundle the subloop at the point where a carrier requests, BellSouth shall have the burden of demonstrating to the Commission, pursuant to state arbitration proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible, to unbundle the subloop at the point requested.

6.2.1.3. *Best practices*. Once any state commission has determined that it is technically feasible to unbundle subloops at a designated point, BellSouth shall have the burden of demonstrating, pursuant to state arbitration proceedings under section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own loops at such a point.

6.2.1.4. *Subloop access via collocation*. Where requested by McLeodUSA, BellSouth shall provide access to the subloop in accordance with the FCC's collocation rules, 47 C.F.R. §§ 51.321-323.

6.2.1.5. *Single point of interconnection*. Subject to applicable and effective FCC rules and orders, BellSouth shall provide a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the Parties are unable to negotiate terms and conditions regarding a single point of interconnection, issues in dispute, including compensation due BellSouth under forward-looking pricing principles, shall be resolved under the dispute resolution processes set forth in this Agreement.

6.2.2 Requirements for All Unbundled Sub-Loops

6.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In these scenarios, McLeodUSA would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BST technician, to a cross-connect panel within the BellSouth RT/cross-box. McLeodUSA's cable pairs can then be connected to BST's USL within the BST cross-box by the BST technician.

6.2.3 Interface Requirements

6.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

6.2.3.2 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994.

6.3 Unbundled Sub-Loop Concentration System (USLC)

6.3.1 BellSouth will provide McLeodUSA with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into McLeodUSA's collocation space. TR-008 and TR303 interface standards are available.

6.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of McLeodUSA's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of McLeodUSA's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

6.3.3 In these scenarios McLeodUSA would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow McLeodUSA's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

6.4 Unbundled Network Terminating Wire (UNTW)

6.4.1 BellSouth will provide McLeodUSA with access to its Unbundled Network Terminating Wire (UNTW) pursuant to the following terms and conditions at rates as set forth in this Attachment, and in a manner consistent with applicable and effective FCC rules and decisions, including, but not limited to 47 C.F.R § 51.319.

6.5 Definition

UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

6.6 Requirements

6.6.1 BellSouth will offer spare pairs that are available to an end-users premises to McLeodUSA. Available spare pairs are defined as pairs that are not being utilized

by BellSouth or by a third party to provide an End User with working service at the time of McLeodUSA's request for UNTW. If BellSouth has relinquished the first pair to McLeodUSA and the End User decides to change local service providers to BellSouth, McLeodUSA will relinquish the first pair back to BellSouth.

6.6.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an End User's premises in response to a request from such End User and no additional pairs are available, McLeodUSA agrees to surrender its spare pair(s) upon request by BellSouth.

6.6.3 If an End User of McLeodUSA desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the End User, then McLeodUSA agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

6.6.4 If McLeodUSA has placed NTW at a location and an End User desires to receive local exchange service from BellSouth and BellSouth needs access to McLeodUSA's NTW to provide local exchange service to the End User, then McLeodUSA agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

6.6.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of McLeodUSA.

6.7 Technical Requirements

6.7.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. McLeodUSA will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. McLeodUSA will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

7. Switching

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in this Attachment.

7.1 Definition

7.1.1 Subject to applicable and effective FCC rules and orders, BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in FCC Rule 51.319(c)(1)(B), to McLeodUSA for the provision of a telecommunications service. Subject to applicable and effective FCC rules and orders, BellSouth shall be required to provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act to packet switching capability on an unbundled basis to McLeodUSA for the provision of a telecommunications service as described in Rule 51.319(c)(3)(B).

7.1.1.1 Local Circuit Switching Capability, including Tandem Switching Capability. The local circuit switching capability network element is defined as:

1. Line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card;
2. Trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and
3. All features, functions and capabilities of the switch, which include, but are not limited to:
    a. The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to the incumbent LEC's customers, such as a telephone number, white page listing and dial tone, and
    b. All other features that the switch is capable of providing, including but not limited to, customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

7.1.1.2 Subject to applicable and effective FCC rules and orders, notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for McLeodUSA in cases where McLeodUSA intends to use such facilities to serve End Users with four or more voice grade (DS0) equivalents or lines, BellSouth provides nondiscriminatory, unrestricted, cost-based access to the enhanced extended link ("EEL") throughout Density Zone 1, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and

2. Density Zone I, as defined in FCC Rule 69.123, as of January 1, 1999.

7.1.1.3 Local Tandem Switching Capability. The tandem switching capability network element is defined as:

(A) Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;

(B) The basic switch trunk function of connecting trunks to trunks; and

(C) The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

7.1.1.4 Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

1. The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
2. The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
3. The ability to extract data units from the data channels on the loops, and
4. The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

7.1.1.5 Subject to applicable and effective FCC rules and orders, BellSouth shall provide nondiscriminatory access to unbundled packet switching capability only in cases where each of the following conditions are satisfied:

1. BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section *(e.g.*, end office to remote terminal, pedestal or environmentally controlled vault);

2. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

3. BellSouth has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by FCC Rule 51.319(b); and

4. BellSouth has deployed packet switching capability for its own use.

7.1.2 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by McLeodUSA. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

7.1.3 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to McLeodUSA purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. McLeodUSA customers may use the same dialing arrangements as BellSouth customers, but obtain a McLeodUSA branded service.

7.2 Technical Requirements

7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Packet Switching function of Local Switching.

7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by McLeodUSA will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

7.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

7.2.1.5 BellSouth shall activate service for an McLeodUSA customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to McLeodUSA's services without loss of switch feature functionality as defined in this Agreement.

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

7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

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

7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

7.2.1.10 Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

7.2.1.10.2 Related services for handicapped;

7.2.1.10.3 Soft dial tone where required by law; and

7.2.1.10.4 Any other service required by law.

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to McLeodUSA, upon a reasonable request from McLeodUSA. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 Basic and primary rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

7.2.1.14.5 Advanced intelligent network triggers supporting McLeodUSA and BellSouth service applications.

BellSouth shall offer to McLeodUSA all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

7.2.1.14.5.1 Off-Hook Immediate

7.2.1.14.5.2 Off-Hook Delay

7.2.1.14.5.3 Termination Attempt

7.2.1.14.5.4 6/10 Public Office Dialing Plan

7.2.1.14.5.5 Feature Code Dialing

7.2.1.14.5.6 Customer Dialing Plan

7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to McLeodUSA:

7.2.1.14.6.1 Private EAMF Trunk

7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3 N11

7.2.1.14.6.4 Automatic Route Selection

7.2.1.15 Where capacity exists, BellSouth shall assign each McLeodUSA customer line the class of service designated by McLeodUSA (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from McLeodUSA customers to McLeodUSA directory assistance operators at McLeodUSA's option.

7.2.1.16 Where capacity exists, BellSouth shall assign each McLeodUSA customer line the class of services designated by McLeodUSA (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from McLeodUSA customers to McLeodUSA operators at McLeodUSA's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an McLeodUSA Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

7.2.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

7.2.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

7.2.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

7.2.2 Interface Requirements

7.2.2.1 BellSouth shall provide the following interfaces to loops:

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

7.2.2.3 Coin phone signaling;

7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.5 Two-wire analog interface to PBX;

7.2.2.5.1 Four-wire analog interface to PBX;

7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.2.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.2.2.10 BellSouth shall provide access to the following but not limited to:

7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by McLeodUSA;

7.2.2.12 Interface to McLeodUSA operator services systems or Operator Services through appropriate trunk interconnections for the system; and

7.2.2.13 Interface to McLeodUSA directory assistance services through the McLeodUSA switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other McLeodUSA required access to interexchange carriers as requested through appropriate trunk interfaces.

8. Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to McLeodUSA for the provision of a telecommunications service.

8.1 Interoffice transmission facility network elements include:

1. Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and McLeodUSA;
2. Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
3. Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network..

8.1.1 BellSouth shall:

1. Provide McLeodUSA exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

2. Provide all technically feasible transmission facilities, features, functions, and capabilities that McLeodUSA could use to provide telecommunications services;
3. Permit, to the extent technically feasible, McLeodUSA to connect such interoffice facilities to equipment designated by McLeodUSA, including but not limited to, McLeodUSA's collocated facilities; and
4. Permit, to the extent technically feasible, McLeodUSA to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.2 Technical Requirements of Common (Shared) Transport

8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

8.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

8.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and lnterface Combinations, Issue 1 February 1991;

8.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 Dedicated Transport

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

8.3.1.1 As capacity on a shared facility.

8.3.1.2 As a circuit (e.g., DS0, DS1 or DS3) dedicated to McLeodUSA.

8.3.2 When Dedicated Transport is provided as a system it shall include:

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

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

8.3.3 Unbundled Local Channel

8.3.3.1 The Unbundled Local Channel is the dedicated transmission path between McLeodUSA's Point of Presence and the BellSouth Serving Wire Center.

8.3.3.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states that do not contain rates in this Attachment for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

8.3.3.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1 and DS3 levels at rates as set forth in Exhibit C to this Attachment.

8.3.4 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

8.3.4.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1,DS3) shall be dedicated to McLeodUSA designated traffic.

8.3.4.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

8.3.4.3 For DS1 or VT1.5 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 appropriate industry standards.

8.3.4.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

8.3.4.5.1 DS0 Equivalent;

8.3.4.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);

8.3.4.5.3 DS3 where applicable (M13 multiplexer shall be provided);

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

8.3.4.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by McLeodUSA.

8.3.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

8.3.5.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

8.3.5.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.3.5.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.3.5.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.3.5.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.3.5.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.3.5.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.3.5.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.3.5.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.5.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and lnterface Combinations, Issue 1 February 1991;

8.3.5.1.10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.3.5.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

9. Tandem Switching

9.1 Tandem Switching is as defined in Section 7.1.1.3 of this Attachment.

9.2 Technical Requirements

9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

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

9.2.1.2 Tandem Switching will provide screening as jointly agreed to by McLeodUSA and BellSouth;

9.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by McLeodUSA;

9.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

9.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

9.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

9.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

9.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by McLeodUSA. Tandem Switching will provide recording of all billable events as jointly agreed to by McLeodUSA and BellSouth.

9.2.6 Upon a reasonable request from McLeodUSA, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to McLeodUSA.

9.2.7 BellSouth shall maintain McLeodUSA's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

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

9.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by McLeodUSA and BellSouth.

9.2.10 Tandem Switching shall process originating toll-free traffic received from McLeodUSA local switch.

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

9.3 Interface Requirements

9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

9.3.4 Tandem Switching shall interconnect with McLeodUSA's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At McLeodUSA's request, Tandem Switching shall record and keep records of traffic for billing.

9.3.5 Tandem Switching shall provide an alternate final routing pattern for McLeodUSA traffic overflowing from direct end office high usage trunk groups.

9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to McLeodUSA) each of the requirements for Tandem Switching set forth in the following technical references:

9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

9.4.2 GR-905-CORE covering CCSNIS;

9.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

10. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

10.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.2 Operator Service

10.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

11.2.2 Requirements

10.2.2.1 When McLeodUSA requests BellSouth to provide Operator Services, the following requirements apply:

10.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.2.2.1.3 BellSouth shall complete calls that are billed to McLeodUSA end user's calling card that can be validated by BellSouth.

10.2.2.1.4 BellSouth shall complete person-to-person calls.

10.2.2.1.5 BellSouth shall complete collect calls.

10.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

10.2.2.1.7 BellSouth shall complete station-to-station calls.

10.2.2.1.8 BellSouth shall process emergency calls.

10.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

10.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.2.2.2 BellSouth shall adhere to equal access requirements**,** providing McLeodUSA local end users the same IXC access as provided to BellSouth end users.

10.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to McLeodUSA that BellSouth provides for its own operator service.

10.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by McLeodUSA.

10.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to McLeodUSA in accordance with CLECODUF standards specified in Attachment 7.

10.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of McLeodUSA, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.3 Directory Assistance Service

10.3.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

10.3.2 Requirements

10.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by McLeodUSA's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, McLeodUSA may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.3.2.2 Directory Assistance Service Updates

10.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

10.3.2.2.1.1 New end user connections: BellSouth will provide service to McLeodUSA that is equal to the service it provides to itself and its end users;

10.3.2.2.1.2 End user disconnections: BellSouth will provide service to McLeodUSA that is equal to the service it provides to itself and its end users; and

10.3.2.2.1.3 End user address changes: BellSouth will provide service to McLeodUSA that is equal to the service it provides to itself and its end users;

10.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4 Branding for Operator Call Processing and Directory Assistance

10.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to McLeodUSA end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows McLeodUSA to have its calls custom branded with McLeodUSA name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

10.4.2 BellSouth offers four service levels of branding to McLeodUSA when ordering Directory Assistance and/or Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranded

10.4.2.3 Service Level 3 - Custom Branding

10.4.2.4 Service Level 4 - Self Branding (applicable only to McLeodUSA for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

10.4.3 For Resellers and Use with an Unbundled Port

10.4.3.1 BellSouth Branding is the Default Service Level.

10.4.3.2 Unbranding, Custom Branding, and Self Branding require McLeodUSA to order selective routing for each originating BellSouth end office identified by McLeodUSA. Rates for Selective Routing are set forth in this Attachment.

10.4.3.3 Customer Branding and Self Branding require McLeodUSA to order dedicated trunking from each BellSouth end office identified by McLeodUSA, to either the BellSouth Traffic Operator Position System (TOPS) or McLeodUSA Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by McLeodUSA to the BellSouth TOPS. These calls are routed to "No Announcement."

10.4.4 For Facilities Based Carriers

10.4.4.1 All Service Levels require McLeodUSA to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which McLeodUSA requires service

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;

- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.4.4.3 BellSouth will provide to McLeodUSA purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. McLeodUSA end users may use the same dialing arrangements as BellSouth end users, but obtain a McLeodUSA branded service.

10.5 Directory Assistance Database Service (DADS)

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to McLeodUSA end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). McLeodUSA agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, McLeodUSA agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, McLeodUSA authorizes the inclusion of McLeodUSA Subscriber listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide McLeodUSA initially with a base file of subscriber listings which reflect all listing change activity occurring since McLeodUSA's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by McLeodUSA and BellSouth. McLeodUSA agrees to assume the costs associated with CONNECT: Direct ^{TM} connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to McLeodUSA on a Business, Residence, or combined Business and Residence basis. McLeodUSA agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after McLeodUSA receives the Base File.

10.5.4 BellSouth is authorized to include McLeodUSA Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of McLeodUSA

Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to McLeodUSA.

10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 Direct Access to Directory Assistance Service

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide McLeodUSA's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow McLeodUSA to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. McLeodUSA will access the DADAS system via a telephone company provided point of availability. McLeodUSA has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

10.6.3 A specified interface to each McLeodUSA subsystem will be provided by BellSouth. Interconnection between McLeodUSA system and a specified BellSouth location will be pursuant to the use of McLeodUSA owned or McLeodUSA leased facilities and shall be appropriate sized based upon the volume of queries being generated by McLeodUSA.

10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification

10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

10.6.5 Rates for DADAS are as set forth in this Attachment.

11. Signaling

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

11.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

11.2 Technical Requirements

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

11.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

11.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

11.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

11.2.3.1 An A-link layer shall consist of two links.

11.2.3.2 A B-link layer shall consist of four links.

11.2.4 A signaling link layer shall satisfy a performance objective such that:

11.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

11.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

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

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

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

11.3 Interface Requirements

11.3.1 There shall be a DS1 (1.544 Mbps) interface at the McLeodUSA-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

12. Signaling Transfer Points (STPs)

12.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

12.2 Technical Requirements

12.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/DataBases;

12.2.1.3 Third-party local or tandem switching;

12.2.1.4 Third-party-provided STPs.

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

12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an McLeodUSA local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are

necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between McLeodUSA local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

12.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:

12.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,

12.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and

12.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

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

12.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

12.2.6.1 MTP Routing Verification Test (MRVT) and

12.2.6.2 SCCP Routing Verification Test (SRVT).

12.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an McLeodUSA or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when

these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by McLeodUSA and BellSouth.

12.2.8 STPs shall be on parity with BellSouth.

12.2.9 SS7 Advanced Intelligent Network (AIN) Access

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

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

12.3 Interface Requirements

12.3.1 BellSouth shall provide the following STPs options to connect McLeodUSA or McLeodUSA-designated local switching systems or STPs to BellSouth SS7 network:

12.3.1.1 An A-link interface from McLeodUSA local switching systems; and,

12.3.1.2 A B-link interface from McLeodUSA local STPs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

12.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting McLeodUSA local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and McLeodUSA will work jointly to establish mutually acceptable SPOIs.

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

BellSouth and McLeodUSA will work jointly to establish mutually acceptable SPOIs.

12.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

12.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

12.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

12.3.6 Message Screening

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

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

12.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from McLeodUSA from any signaling point or network interconnected through BellSouth's SS7 network where the McLeodUSA SCP has a legitimate signaling relation.

12.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

12.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

12.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

12.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

12.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

12.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

12.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

12.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

12.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

13. Service Control Points/DataBases

13.1 Definition

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

13.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

13.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to McLeodUSA in accordance with the following requirements.

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

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

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

13.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

13.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for McLeodUSA customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.3 Local Number Portability Database

13.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

13.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

13.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

13.4.2 Technical Requirements

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

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

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

13.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

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

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

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

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

13.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of McLeodUSA customer records will be missing from LIDB, as measured by McLeodUSA audits. BellSouth will audit McLeodUSA records in LIDB against DBAS to identify record mismatches and provide this data to a designated McLeodUSA contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to McLeodUSA within one business day of audit. Once reconciled records are received back from McLeodUSA, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more

than 500 records are received, BellSouth will contact McLeodUSA to negotiate a time frame for the updates, not to exceed three business days.

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

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

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

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

13.4.2.13 BellSouth shall accept queries to LIDB associated with McLeodUSA customer records, and shall return responses in accordance with industry standards.

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

13.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

13.4.3 Interface Requirements

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

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

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

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

13.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

13.5.1 Technical Requirements

13.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for McLeodUSA to query with a toll-free number and originating information.

13.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

13.5.1.3 The SCP shall also provide, at McLeodUSA's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

13.5.1.3.1 Network Management;

13.5.1.3.2 Customer Sample Collection; and

13.5.1.3.3 Service Maintenance

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

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 Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

13.6.1 Technical Requirements

13.6.1.1 BellSouth shall offer McLeodUSA a data link to the ALI/DMS database or permit McLeodUSA to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to McLeodUSA immediately after McLeodUSA inputs information into the ALI/DMS database. Alternately, McLeodUSA may utilize BellSouth, to enter end user information

into the data base on a demand basis, and validate end user information on a demand basis.

13.6.1.2 The ALI/DMS database shall contain the following end user information:

13.6.1.2.1 Name;

13.6.1.2.2 Address;

13.6.1.2.3 Telephone number; and

13.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

13.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless McLeodUSA requests otherwise and shall be updated if McLeodUSA requests, provided McLeodUSA supplies BellSouth with the updates.

13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

13.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

13.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for McLeodUSA end users shall meet industry standards.

13.7 **Calling Name (CNAM) Database Service**. The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. McLeodUSA must provide to its account manager a written request with a requested activation date to activate this service. If McLeodUSA is interested in requesting CNAM with volume and term pricing, McLeodUSA must contact its account manager to request a separate CNAM volume and term Agreement.

13.8 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

13.8.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

13.8.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);

13.8.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);

13.8.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

13.8.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);

13.8.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and

13.8.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

13.9 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.

13.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide McLeodUSA the capability that will allow McLeodUSA and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

13.9.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to McLeodUSA. Scheduling procedures shall provide McLeodUSA equivalent priority to these resources

13.9.3 BellSouth SCP shall partition and protect McLeodUSA service logic and data from unauthorized access, execution or other types of compromise.

13.9.4 When McLeodUSA selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable McLeodUSA to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS

access and administrative functions, but will not include support for the creation of a specific service application.

13.9.5 When McLeodUSA selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. McLeodUSA access will be provided via remote data connection (e.g., dial-in, ISDN).

13.9.6 When McLeodUSA selects SCE/SMS AIN Access, BellSouth shall allow McLeodUSA to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and end user subscription).

14. DARK FIBER

BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment.

14.1.1 Dark Fiber is defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics. McLeodUSA may utilize Dark Fiber for either loops or transport. Dark Fiber does not have electronics on either end of the Dark Fiber segment. It may be strands of optical fiber existing in aerial or underground structure. No regeneration or optical amplification will be included with this element.

14.2 Requirements

14.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to McLeodUSA pursuant to the prices set forth in this Attachment.

14.2.2 McLeodUSA may test the quality of the Dark Fiber to confirm its usability and performance specifications.

14.2.3 BellSouth shall use its best efforts to provide to McLeodUSA information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from McLeodUSA ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

14.2.4 BellSouth shall use its best efforts to make Dark Fiber available to McLeodUSA within thirty (30) business days after it receives written confirmation from McLeodUSA that the Dark Fiber previously deemed available by BellSouth is wanted for use by McLeodUSA. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to

enable McLeodUSA to connect or splice McLeodUSA provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

15. SS7 Network Interconnection

15.1.1 Definition

SS7 Network Interconnection is the interconnection of McLeodUSA local Signaling Transfer Point Switches (STP) and McLeodUSA local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), McLeodUSA local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

15.1.2 Technical Requirements

15.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

15.1.2.1.1 BellSouth local or tandem switching systems;

15.1.2.1.2 BellSouth DBs; and

15.1.2.1.3 Other third-party local or tandem switching systems.

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

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

15.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

15.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

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

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

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

15.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an McLeodUSA local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of McLeodUSA local STPs, and shall not include SCCP Subsystem Management of the destination.

15.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

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

15.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

15.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

15.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

15.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

15.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

15.1.3 Interface Requirements

15.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect McLeodUSA or McLeodUSA-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

15.1.3.1.1 A-link interface from McLeodUSA local or tandem switching systems; and

15.1.3.1.2 B-link interface from McLeodUSA STPs.

15.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting McLeodUSA local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and McLeodUSA will work jointly to establish mutually acceptable SPOI.

15.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and McLeodUSA will work jointly to establish mutually acceptable SPOI.

15.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

15.1.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

15.1.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

15.1.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

15.1.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15.1.3.5 BellSouth shall set message screening parameters to block accept messages from McLeodUSA local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the McLeodUSA switching system has a legitimate signaling relation.

15.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

15.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

15.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

15.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

15.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

15.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

15.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

15.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

15.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

15.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

15.1.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

15.1.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

15.1.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

15.1.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

15.1.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16. Basic 911 and E911

If McLeodUSA orders network elements and other services, then McLeodUSA is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

16.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

16.2 Requirements

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

16.2.2 E911 Service Provisioning. For E911 service, McLeodUSA will be required to install a minimum of two dedicated trunks originating from the McLeodUSA serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. McLeodUSA will be required to provide BellSouth daily updates to the E911 database. McLeodUSA will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, McLeodUSA will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. McLeodUSA shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

16.2.4 Basic 911 and E911 functions provided to McLeodUSA shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

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

17. Combinations

17.1 For purposes of this Section, references to "Already Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

17.2 **EELs**

17.2.1 Where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 17.3 below.

17.2.2 Subject to Section 17.2.3 below, BellSouth will provide access to the EEL in the combinations set forth in 17.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to McLeodUSA's POP serving wire center. The circuit must be connected to McLeodUSA's switch for the purpose of provisioning telecommunications services, including telephone exchange service, to McLeodUSA's end-user customers. Except as provided for in paragraph 22 of the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98 ("June 2, 2000 Order"), the EEL will be connected to McLeodUSA's facilities in McLeodUSA's collocation space at the POP SWC. McLeodUSA may purchase BellSouth's access facilities between McLeodUSA's POP and McLeodUSA's collocation space at the POP SWC.

17.2.3 BellSouth shall provide EEL combinations to McLeodUSA in the state of Georgia regardless of whether or not such EELs are Already Combined. In all other states, BellSouth shall make available to McLeodUSA those EEL combinations described in Section 4.3 below only to the extent such combinations are Already Combined.

17.2.4 BellSouth will make available EEL combinations to McLeodUSA in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs are Already Combined.

17.2.5 Additionally, BellSouth shall make available to McLeodUSA a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent McLeodUSA will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The combination of an unbundled loop and tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 17.5 below. Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

17.3 EEL Combinations

17.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

17.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

17.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

17.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

17.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

17.3.6 DS1 Interoffice Channel + DS1 Local Loop

17.3.7 DS3 Interoffice Channel + DS3 Local Loop

17.3.8 STS-1 Interoffice Channel + STS-1 Local Loop

17.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

17.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

17.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

17.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

17.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

17.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

17.4 Other Network Element Combinations

In the state of Georgia, BellSouth shall make available to McLeodUSA, in accordance with Section 17.6 below: (1) combinations of network elements other than EELs that are Already Combined; and (2) combinations of network elements other than EELs that are not Already Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to McLeodUSA, in accordance with Section 17.6 below, combinations of network elements other than EELs only to the extent such combinations are Already Combined.

17.5 Special Access Service Conversions

17.5.1 McLeodUSA may not convert special access services to combinations of loop and transport network elements, whether or not McLeodUSA self-provides its entrance facilities (or obtains entrance facilities from a third party), unless McLeodUSA uses the combination to provide a "significant amount of local exchange service" (as described in Section 17.5.2 below), in addition to exchange access service, to a particular customer.

17.5.2 For the purpose of special access conversions, a "significant amount of local exchange service" is as defined in the FCC's June 2, 2000 Order. The Parties agree to incorporate by reference paragraph 22 of the June 2, 2000 Order. When McLeodUSA requests conversion of special access circuits, McLeodUSA will self-certify to BellSouth in the manner specified in paragraph 29 of the June 2, 2000 Order that the circuits to be converted qualify for conversion. In addition there may be extraordinary circumstances where McLeodUSA is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in paragraph 22 of June 2, 2000 Order. In such case, McLeodUSA may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon McLeodUSA's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

17.5.3 Upon request for conversions of up to 15 circuits from special access to EELs, BellSouth shall perform such conversions within seven (7) days from BellSouth's receipt of a valid, error free service order from McLeodUSA. Requests for conversions of fifteen (15) or more circuits from special access to EELs will be provisioned on a project basis. Conversions should not require the special access circuit to be disconnected and reconnected because only the billing information or other administrative information associated with the circuit will change when McLeodUSA requests a conversion. The Access Service Request process will be

used for conversion requests.

17.5.4 BellSouth may, at its sole expense, and upon thirty (30) days notice to McLeodUSA, audit McLeodUSA's records not more than once in any twelve month period, unless an audit finds non-compliance with the local usage options referenced in the June 2, 2000 Order, in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that McLeodUSA is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process set forth in this Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from McLeodUSA.

17.6 Rates

17.6.1 Georgia

17.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 17.3, whether Already Combined or new, are as set forth in this Attachment.

17.6.1.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 17.3, where the elements are not Already Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

17.6.1.3 To the extent that McLeodUSA seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, McLeodUSA, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

17.6.2 All Other States

17.6.2.1 Subject to Section 17.2.3 and 17.4 preceding, all other states, the rates for (1) Already Combined EEL combinations set forth in Section 17.3, and (2) other combinations of network elements that are Already Combined in the network will be the sum of the recurring rates for the individual network elements plus a nonrecurring charge as specified in Exhibit A hereto.

17.6.2.2 Rates for new EEL combinations in Density Zone 1 in the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs shall be as set forth in Exhibit A hereto; provided, however, that to the extent a rate is not

established in Exhibit A, the rate shall be the sum of the recurring and nonrecurring charges for the individual network elements as set forth in Exhibit A to this Attachment, unless otherwise established by the Commission.

17.7 Port/Loop Combinations

17.7.1 At McLeodUSA's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 17.7.4 below, that are Already Combined in BellSouth's network except as specified in Sections 17.7.1.1 and 17.7.1.2 below, consistent with the requirements of 47 C.F.R. 315(b) and all applicable FCC and Commission rules and policies.

17.7.1.1 BellSouth shall not provide access to combinations of unbundled port and loop network elements in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

17.7.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not provide unbundled circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to McLeodUSA if McLeodUSA's customer has 4 or more DS0 equivalent lines.

17.7.2 In Georgia, BellSouth shall provide combinations of port and loop network elements to McLeodUSA regardless of whether or not such combinations are Already Combined except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Section 17.7.1.1 above. In all other states, and subject to Sections 17.7.1.1 and 17.7.1.2 above, BellSouth shall provide combinations of port and loop network elements to McLeodUSA only to the extent such elements are Already Combined.

17.7.3 Rates for Combinations of Loop and Port Network Elements

17.7.3.1 Rates for combinations of loop and port network elements, as set forth in Section 17.7.4, are provided in Exhibit A of this Attachment.

17.7.3.2 Rates for Circuit Switching

17.7.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Sections 17.7.1.1 and 17.7.1.2, to provide circuit switching are as set forth in Exhibit A of this Attachment.

17.7.4 Combination Offerings

17.7.4.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

17.7.4.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

17.7.4.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

17.7.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

17.7.4.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

17.7.4.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

18. Rates

18.1. General

The prices that McLeodUSA shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

18.2. Operations Support Systems ("OSS")

BellSouth shall provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act to OSS on an unbundled basis to McLeodUSA for the provision of a telecommunications service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. Subject to applicable and effective FCC rules and orders, BellSouth, as part of its duty to provide access to the pre-ordering function, shall provide McLeodUSA with nondiscriminatory access to the same detailed information about the loop that is available to its own retail unit. The rate associated with BellSouth's provision of loop qualification information shall be as set forth in this Attachment.

All Local Service Requests ("LSRs") submitted for products and services under this Attachment will be subject to the OSS charges set forth in the General Terms and Conditions of this Agreement.

18.3 True-up

This section applies only to Tennessee.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2. The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
(c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

18.4 Geographic Deaveraging

The Parties acknowledge that this Agreement contains geographically deaveraged rates consistent with 47 C.F.R. 51.507(f) for all states except North Carolina. Upon adoption of geographically deaveraged rates by the North Carolina Utilities Commission, the Parties shall amend this Agreement to include such rates. Prior thereto, rates for the state of North Carolina shall be as set forth in this Agreement.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept

various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the

federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____("Local Exchange Company"), effective the _____ day of _____, 199 ___.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. **COMPLIANCE**

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides McLeodUSA the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the McLeodUSA access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 McLeodUSA shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to McLeodUSA's access to BellSouth's CNAM Database Services and shall be addressed to McLeodUSA's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to McLeodUSA requires interconnection from McLeodUSA to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, McLeodUSA McLeodUSA shall provide its own CNAM SSP. McLeodUSA's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.03 If McLeodUSA elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that McLeodUSA desires to query.

3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and writing shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by McLeodUSA for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by McLeodUSA in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of McLeodUSA to provide accurate information to BellSouth on a current basis.

4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.03 McLeodUSA CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDs										
NID (all types), per month	UNDAX	NA	$1.08	NA	$1.80	NA	NA	$0.52	NA	$0.56
Installation of 2-Wire/4Wire CLEC NID	UNDAX									
NRC - 1st	UNDAX	NA	$70.32	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UNDAX	NA	$54.35	NA	NA	NA	NA	NA	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA	$6.15	NA	NA	NA	NA	NA	NA	NA
NID per 2-Wire Analog VG Loop, Per Month	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	$1.01	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire Analog VG Loop, Per Month	UNDAX	$1.30	NA	$1.21	NA	$1.22	$1.34	$1.14	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	UNDAX	$1.18	NA	$1.10	NA	$1.08	$1.22	$1.01	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	$1.01	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	$1.01	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	$1.14	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	$1.14	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	$1.14	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire Unbundled Copper Loop, per month	UNDAX	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55
NRC - 1st	UNDAX	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60
NRC - Add'l	UNDAX	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60
NRC - Disconnect Charge - 1st	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc. Ord - 1st	SOMAN	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
NRC - Incremental Charge - Manual Svc. Ord - Add'l	SOMAN	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00
NRC - Incremental Charge - Manual Svc. Ord. - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)		$5.00	NA	NA	NA	NA	$5.00	NA	NA	NA
LOOP, EXCLUDING NID										
2-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	$18.20	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$58.57	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month	TBD	NA	NA	NA	$21.41	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$177.10	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	$26.38	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$348.83	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	NA	NA	NA	$29.65	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$431.61	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month	TBD	NA	NA	NA	$10.63	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	$7.40	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	$9.70	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										
2-Wire Analog VG Loop										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$16.71	NA	$18.00
RC - Zone 1, per month (Note 2)	TBD	NA	$13.75	NA	NA	NA	NA	TBD	NA	$15.54
RC - Zone 2, per month (Note 2)	TBD	NA	$20.13	NA	NA	NA	NA	TBD	NA	$19.55
RC - Zone 3, per month (Note 2)	TBD	NA	$44.40	NA	NA	NA	NA	TBD	NA	$28.02
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	$140.00	NA	NA	NA	NA	$86.50	NA	$58.50
NRC - Add'l	UEAL2	NA	$42.00	NA	NA	NA	NA	$27.80	NA	$31.00
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	$55.00	NA	NA	NA	NA	$55.00	NA	$55.00
2-Wire Analog VG Loop-SL1										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$15.88	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$15.24	$13.75	$14.21	$14.79	$14.96	$15.58	TBD	$18.48	$15.92
RC - Zone 2, per month (Note 2)	TBD	$24.75	$20.13	$16.41	$27.68	$25.69	$20.65	TBD	$27.87	$20.79
RC - Zone 3, per month (Note 2)	TBD	$44.85	$44.40	$26.08	$47.78	$52.47	$29.51	TBD	$36.91	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$38.94	NA	NA	NA
NRC - 1st	UEAL2	$59.03	$80.00	$42.54	NA	$40.69	$59.25	$57.99	$70.44	$78.93
NRC - Add'l	UEAL2	$43.14	$55.00	$31.33	NA	$29.96	$43.67	$42.37	$44.05	$50.98
NRC - Disconnect Charge - 1st	UEAL2	$15.21	NA	NA	NA	$16.48	$16.35	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	$3.22	NA	NA	NA	$3.36	$4.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Manual Order Coordination - 1st	TBD	NA	NA	NA	NA	NA	NA	$61.38	NA	NA
NRC - Manual Order Coordination - addl	TBD	NA	NA	NA	NA	NA	NA	$61.38	NA	NA
NRC - Incremental Charge - Order Coordination for SL1 loops (per loop)	UEAMC	$51.29	16.31*	$36.46	16.31*	$34.90	$50.29	$61.38	$62.10	36.46 *
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	23.24 *	$34.22	36.18 *	$32.77	$45.27	$45.34	$45.43	34.22 *
NRC - Engineering Information (EI) - interim rates until cost study is prepared based on inputs that reflect the work required to extract the Engineering Information.	UEANM	$25.00	$40.00	$20.00	$40.00	$20.00	$25.00	$20.00	$25.00	$40.00
NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$19.50	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$17.95	$13.75	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	$15.92
RC - Zone 2, per month (Note 2)	TBD	$29.16	$20.13	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	$20.79
RC - Zone 3, per month (Note 2)	TBD	$52.84	$44.40	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
NRC - 1st	UEAL2	$145.46	$140.00	$104.17	NA	$99.69	$144.01	$142.97	$178.12	$192.97
NRC - Add'l	UEAL2	$108.40	$42.00	$78.10	NA	$74.73	$107.70	$106.56	$128.80	$140.72
NRC - Disconnect Charge - 1st	UEAL2	$40.31	NA	NA	NA	$28.73	$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	$26.01	NA	NA	NA	$18.87	$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR) (subject to change pending state ordered rates)	OCOSL	$45.99	$23.24	$34.22	36.18 *	$32.77	$45.27	$45.34	$45.43	34.22 *
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling										
RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	$19.50	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$17.95	$13.75	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	$15.92
RC - Zone 2, per month (Note 2)	TBD	$29.16	$20.13	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	$20.79
RC - Zone 3, per month (Note 2)	TBD	$52.84	$44.40	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
NRC - 1st	UEAR2	$145.46	$140.00	$104.17	NA	$99.69	$144.01	$142.97	$178.12	$192.97
NRC - Add'l	UEAR2	$108.40	$42.00	$78.10	NA	$74.73	$107.70	$106.56	$128.80	$140.72

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - 1st	UEAR2	$40.31	NA	NA	NA	$28.73	$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAR2	$26.01	NA	NA	NA	$18.87	$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$29.64	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.99	$23.24	$34.22	36.18 *	$32.77	$45.27	$45.34	$45.43	34.22*
2-Wire Analog VG Loop (Standard)										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$14.79	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$27.68	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$47.78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	$58.57	NA	NA	NA	NA	NA
NRC - Loop Make-up	UEANM	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Manual Order Coordination	UEAMC	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$17.27	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$32.32	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$55.78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ reverse battery signaling										
RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$17.27	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$32.32	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$55.78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAR2	NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAR2	NA	NA	NA	$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire Analog VG Loop										
RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	$27.49	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$24.01	$24.26	$22.26	NA	$24.36	$22.38	TBD	$29.47	$15.92
RC - Zone 2, per month (Note 2)	TBD	$39.00	$35.51	$25.70	NA	$41.85	$29.67	TBD	$44.44	$20.79
RC - Zone 3, per month (Note 2)	TBD	$70.67	$78.35	$40.85	NA	$85.47	$42.40	TBD	$58.85	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$55.96	NA	NA	NA
NRC - 1st	UEAL4	$293.70	$141.00	$206.95	NA	$198.10	$289.06	$288.47	$383.39	$58.50
NRC - Add'l	UEAL4	$241.76	$43.00	$170.57	NA	$163.26	$238.19	$237.45	$286.77	$31.00
NRC - Disconnect Charge - 1st	UEAL4	$108.96	NA	NA	NA	$74.27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL4	$57.01	NA	NA	NA	$39.44	$57.28	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
4-Wire Analog VG Loop (Standard)										
RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$20.92	NA	NA	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$39.14	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$67.56	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l	UEAL4	NA	NA	NA	$348.83	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop										
RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	$15.92
RC - Zone 2, per month (Note 2)	TBD	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	$20.79
RC - Zone 3, per month (Note 2)	TBD	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$54.64	NA	NA	NA
NRC - 1st	U1L2X	$331.85	$306.00	$233.38	NA	$223.27	$326.38	$325.91	$423.04	$58.50
NRC - Add'l	U1L2X	$255.87	$283.00	$180.35	NA	$172.63	$252.00	$251.31	$301.75	$31.00
NRC - Disconnect Charge - 1st	U1L2X	$108.95	NA	NA	NA	$74.27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1L2X	$57.01	NA	NA	NA	$39.44	$57.27	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	$55.00	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire ISDN Digital Grade Loop (Standard)										
RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$23.66	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$44.28	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$76.42	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	U1L2X	NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l	U1L2X	NA	NA	NA	$431.61	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop										
RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	$14.60	NA	$18.46
RC - Zone 1, per month (Note 2)	TBD	$12.09	$12.78	$11.23	NA	$11.90	$10.87	TBD	$17.10	$15.93
RC - Zone 2, per month (Note 2)	TBD	$19.64	$18.72	$12.97	NA	$20.43	$14.40	TBD	$25.79	$20.05
RC - Zone 3, per month (Note 2)	TBD	$35.59	$41.29	$20.62	NA	$41.73	$20.58	TBD	$34.15	$28.74
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$27.16	NA	NA	NA
NRC - 1st	UAL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$504.90	$600.61	$640.79
NRC - Add'l	UAL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$456.17	$507.33	$541.94
NRC - Disconnect Charge - 1st	UAL2X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	SOMAN	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire ADSL Loop (Standard)										
RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$8.79	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$16.46	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$28.40	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UAL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UAL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	$11.98	NA	$13.46
RC - Zone 1, per month (Note 2)	TBD	$9.41	$9.80	$7.88	$6.29	$8.97	$8.50	TBD	$12.21	$11.62
RC - Zone 2, per month (Note 2)	TBD	$15.29	$14.35	$9.09	$11.78	$15.41	$11.26	TBD	$18.41	$14.62
RC - Zone 3, per month (Note 2)	TBD	$27.70	$31.65	$14.46	$20.33	$31.48	$16.10	TBD	$24.39	$20.96
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$21.25	NA	NA	NA
NRC - 1st	UHL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$504.90	$600.61	$640.79
NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$456.17	$507.33	$541.94
NRC - Disconnect Charge - 1st	UHL2X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL2X	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire HDSL Loop (Standard)										
RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$6.29	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$11.78	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$20.33	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UHL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UHL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop										
RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	$13.97	NA	$17.91
RC - Zone 1, per month (Note 2)	TBD	$11.52	$14.75	$10.39	NA	$12.97	$10.36	TBD	$16.21	$15.46
RC - Zone 2, per month (Note 2)	TBD	$18.71	$21.59	$12.00	NA	$21.76	$13.73	TBD	$24.45	$19.46
RC - Zone 3, per month (Note 2)	TBD	$33.90	$47.64	$19.07	NA	$44.44	$19.62	TBD	$32.38	$27.88
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$25.90	NA	NA	NA
NRC - 1st	UHL4X	$541.13	$116.91	$378.86	NA	$361.45	$531.21	$531.35	$625.11	$666.70
NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	NA	$328.35	$482.63	$482.62	$532.78	$568.86
NRC - Disconnect Charge - 1st	UHL4X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL4X	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
4-Wire HDSL Loop (Standard)										
RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$7.68	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$14.38	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$24.82	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UHL4X	NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l	UHL4X	NA	NA	NA	$646.17	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire DS1 Digital Loop										
RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	TBD
RC - Zone 1, per month (Note 2)	TBD	$51.74	$64.69	$55.53	$50.26	$56.32	$50.99	TBD	$59.61	TBD
RC - Zone 2, per month (Note 2)	TBD	$84.05	$94.71	$64.13	$94.06	$96.73	$67.58	TBD	$89.90	TBD
RC - Zone 3, per month (Note 2)	TBD	$152.29	$208.93	$101.93	$162.34	$197.57	$96.58	TBD	$119.06	TBD
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$127.47	NA	NA	NA
NRC - 1st	USLXX	$610.13	$540.00	$429.98	$849.80	$410.38	$599.09	$714.84	$715.77	TBD
NRC - Add'l	USLXX	$380.26	$465.00	$268.18	$523.27	$255.48	$373.90	$421.47	$421.50	TBD

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - 1st	USLXX	$134.77	NA	NA	NA	$92.35	$133.53	NA	NA	NA
NRC - Disconnect Charge - Add'l	USLXX	$55.97	NA	NA	NA	$38.44	$56.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$42.19	$43.77	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$49.18	$55.00	$34.52	$55.00	$33.05	$48.17	$48.31	$48.47	NA
4-Wire 56 Kbps Dig Grade Loop										
RC - Statewide, per month	UDL56	NA	NA	NA	NA	NA	NA	$32.67	NA	$42.23
RC - Zone 1, per month (Note 2)	TBD	$27.33	$39.08	$25.75	NA	$27.50	$25.61	TBD	$34.26	$36.45
RC - Zone 2, per month (Note 2)	TBD	$44.40	$57.21	$29.74	NA	$47.24	$33.94	TBD	$51.67	$45.87
RC - Zone 3, per month (Note 2)	TBD	$80.45	$126.22	$47.27	NA	$96.48	$48.51	TBD	$68.43	$65.75
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
NRC - 1st	UDL56	$498.05	$654.72	$348.55	NA	$333.28	$489.00	$489.04	$602.73	$643.00
NRC - Add'l	UDL56	$343.70	$428.45	$241.20	NA	$230.50	$337.93	$337.51	$393.50	$421.26
NRC - Disconnect Charge - 1st	UDL56	$129.62	NA	NA	NA	$87.99	$128.36	NA	$44.06	NA
NRC - Disconnect Charge - Add'l	UDL56	$64.25	NA	NA	NA	$44.24	$64.35	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
4-Wire 64 Kbps Dig Grade Loop										
RC - Statewide, per month	UDL64	NA	NA	NA	NA	NA	NA	$32.67	$41.70	$42.23
RC - Zone 1, per month (Note 2)	TBD	$27.33	$39.08	$25.75	NA	$27.50	$25.61	TBD	$34.26	$36.45
RC - Zone 2, per month (Note 2)	TBD	$44.40	$57.21	$29.74	NA	$47.24	$33.94	TBD	$51.67	$45.87
RC - Zone 3, per month (Note 2)	TBD	$80.45	$126.22	$47.27	NA	$96.48	$48.51	TBD	$68.43	$65.75
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
NRC - 1st	UDL64	$498.05	$654.72	$348.55	NA	$333.28	$489.00	$489.04	$602.73	$643.00
NRC - Add'l	UDL64	$343.70	$428.45	$241.20	NA	$230.50	$337.93	$337.51	$393.50	$421.26
NRC - Disconnect Charge - 1st	UDL64	$129.62	NA	NA	NA	$87.99	$128.36	NA	$44.06	NA
NRC - Disconnect Charge - Add'l	UDL64	$64.25	NA	NA	NA	$44.24	$64.35	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire Unbundled Copper Loop (18kft or less) Note 3										
RC - Statewide, per month	UCLPB	$15.11	$18.00	$13.97	$11.89	$21.00	NA	$19.00	$20.81	$12.16
RC - Zone 1, per month (Note 2)	TBD	TBD	$18.60	$19.80	TBN	$18.80	$16.85	TBD	$18.90	$19.85
RC - Zone 2, per month (Note 2)	TBD	TBD	$27.23	$22.86	TBN	$25.85	$22.34	TBD	$28.50	$24.98
RC - Zone 3, per month (Note 2)	TBD	TBD	$60.07	$36.34	TBN	$39.14	$31.92	TBD	$37.75	$35.81
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$42.13	NA	NA	NA
NRC - 1st	UCLPB	$514.21	$340.00	$395.16	$713.50	$340.00	$504.82	$504.90	$600.61	$270.01
NRC - Add'l	UCLPB	$464.58	$300.00	$217.39	$609.44	$300.00	$456.24	$456.17	$507.33	$234.63
NRC - Disconnect Charge - 1st	UCLPB	NA	NA	NA	NA	$72.54	$105.86	NA	NA	$74.54
NRC - Disconnect Charge - Add'l	UCLPB	NA	NA	NA	NA	$39.42	$57.25	NA	NA	$39.14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	$47.00	$18.94	$47.00	$18.14	$25.52	$26.94	$25.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	$21.00	$8.42	$21.00	$8.06	$11.34	$12.76	$47.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	$142.27	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	$37.86	$17.77	$11.41	$16.06	NA	$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.00	$36.46	NA	$32.77	$45.27	$45.34	$45.43	$34.29
2-Wire Unbundled Copper Loop (>18kft) Note 3										
RC - Statewide, per month	UCL2L	$40.00	$35.00	$41.61	$40.00	$37.00	$45.00	$35.00	$40.00	$35.00
RC - Zone 1, per month (Note 2)	TBD	TBD	$18.60	$19.80	TBN	$18.80	$16.85	TBD	$18.90	$19.85
RC - Zone 2, per month (Note 2)	TBD	TBD	$27.23	$22.86	TBN	$25.85	$22.34	TBD	$28.50	$24.98

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Zone 3, per month (Note 2)	TBD	TBD	$60.07	$36.34	TBN	$39.14	$31.92	TBD	$37.75	$35.81
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$42.13	NA	NA	NA
NRC - 1st	UCL2L	$514.21	$340.00	$395.16	$713.50	$340.00	$504.82	$504.90	$600.61	$270.01
NRC - Add'l	UCL2L	$464.58	$300.00	$217.39	$609.44	$300.00	$456.24	$456.17	$507.33	$234.63
NRC - Disconnect Charge - 1st	UCL2L	NA	NA	NA	NA	$72.54	$105.86	NA	NA	$74.54
NRC - Disconnect Charge - Add'l	UCL2L	NA	NA	NA	NA	$39.42	$57.25	NA	NA	$39.14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	$47.00	$18.94	$47.00	$18.14	$25.52	$26.94	$25.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	$21.00	$8.42	$21.00	$8.06	$11.34	$12.76	$47.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	$142.27	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	$37.86	$17.77	$11.41	$16.06	NA	$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.00	$36.46	NA	$32.77	$45.27	$45.34	$45.43	$34.29
DS3 Unbundled Local Loop										
DS3 Unbundled Local Loop - per mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38.98	$54.39	$32.53	$56.71	$30.53
DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$456.18	$470.83	$392.61	$436.95	$497.08	$427.81	$387.01	$510.30	$400.21
NRC - Facility Termination - 1st	UE3PX	$973.58	$770.47	$770.96	$1,091.00	$709.14	$975.22	$964.04	$1,091.00	$726.16
NRC - Facility Termination - Add'l	UE3PX	$547.59	$436.40	$437.71	$661.23	$402.63	$549.17	$542.73	$654.13	$411.64
NRC - Facility Termination - Disconnect - 1st	UE3PX	$132.56	$108.95	$111.07	NA	$102.16	$134.07	NA	NA	$103.36
NRC - Facility Termination - Disconnect - Add'l	UE3PX	$129.07	$106.01	$108.14	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	$70.10	NA	$54.64	$93.12	$50.25	$68.62	$69.34	$92.52	$53.03
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	$70.10	NA	$54.64	$93.12	$50.25	$68.62	$69.34	$92.52	$53.03
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	$30.09	NA	$22.77	NA	$20.94	$28.59	$29.76	NA	$22.95
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	$30.09	NA	$22.77	NA	$20.94	$28.59	$29.76	NA	$22.95
STS-1 Unbundled Local Loop										
STS-1 Unbundled Local Loop - per mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38.98	$54.39	$32.53	$56.71	$30.53
STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$456.18	$470.83	$392.61	$436.95	$497.08	$427.81	$387.01	$510.30	$400.21
NRC - STS-1 - Facility Termination - 1st	UDLS1	$973.58	$770.47	$770.96	$1,091	$709.14	$975.22	$964.04	$1,091	$726.16
NRC - STS-1 - Facility Termination - Add'l	UDLS1	$547.59	$436.40	$437.71	$661.23	$402.63	$549.17	$542.73	$654.13	$411.64
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	$132.56	$108.95	$111.07	NA	$102.16	$134.07	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	$129.07	$106.01	$108.14	NA	$99.46	$130.59	NA	NA	$100.59
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	$70.10	NA	$54.64	$93.12	$50.25	$68.62	$69.34	$92.52	$53.03
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	$70.10	NA	$54.64	$93.12	$50.25	$68.62	$69.34	$92.52	$53.03
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	$30.09	NA	$22.77	NA	$20.94	$28.59	$29.76	NA	$22.95
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	$30.09	NA	$22.77	NA	$20.94	$28.59	$29.76	NA	$22.95
Unbundled Loop Modification - Note 3										
Load Coil/Equipment Removal per pair - Loops up to 18kft	ULM2L	$80.55	$80.55	$80.55	$80.55	$80.55	$80.55	$80.55	$80.55	$65.40
Load Coil/Equipment Removal per pair - Loops > 18kft - 1st	ULM2G	$880.08	$880.08	$880.08	$880.08	$880.08	$880.08	$880.08	$880.08	$710.71
Load Coil/Equipment Removal per pair - Loops > 18kft - Add'l	ULM2G	$27.30	$27.30	$27.30	$27.30	$27.30	$27.30	$27.30	$27.30	$23.77
Bridged Tap Removal per pair unloaded	ULMBT	$121.14	$121.14	$121.14	$121.14	$121.14	$121.14	$121.14	$121.14	$65.44
Loop Make-Up Service Inquiry - Note 3										
Per Service Inquiry	UMKLP	$233.75	$233.75	$233.75	$233.75	$233.75	$233.75	$233.75	$233.75	$233.75
Unbundled Sub-Loops										
Sub-Loop Analog										
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	USBN2	NA	$8.57	$9.12	$10.83	BFR	NA	NA	NA	$9.79
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN2	TBN	$78.28	$207.01	$459.85	TBN	TBN	TBN	TBN	$586.00
NRC - Add'l	USBN2	TBN	$58.33	$171.32	$352.89	TBN	TBN	TBN	TBN	$255.00
NRC - Disconnect Charge - 1st	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Disconnect Charge - Add'l	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	NA	$18.94	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	NA	$8.42	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	TBD	NA	NA	NA	$9.95	NA	NA	NA	NA	$9.23
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
NRC - 1st	TBD	NA	NA	NA	$459.85	NA	NA	NA	NA	$587.00
NRC - Add'l	TBD	NA	NA	NA	$352.89	NA	NA	NA	NA	$255.00
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	USBN4	TBN	$11.29	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN4	TBN	$112.07	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Add'l	USBN4	TBN	$92.11	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 2W analog, per month	USBR2									
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 4W analog, per month	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Unbundled Network Terminating Wire										
UNTW Pair, per pair, per month	UENPP	TBN	$0.67	$1.56	$1.24	NA	NA	NA	NA	$1.31
Site Visit Survey, per MDU/MTU Complex, NRC	UENVS	TBN	$225.00	$225.00	$225.00	NA	NA	NA	NA	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal										
NRC - 1st terminal	UENSS	TBN	$98.00	$98.00	$98.00	TBN	TBN	TBN	TBN	$98.00
NRC - Add'l terminal	UENSS	TBN	$65.00	$65.00	$65.00	TBN	TBN	TBN	TBN	$65.00
Access Terminal Provisioning & 1st 25 pair panel (SPOI), per terminal, NRC	UEN1T	TBN	$110.00	$110.00	$110.00	TBN	TBN	TBN	TBN	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	TBN	$35.00	$35.00	$35.00	TBN	TBN	TBN	TBN	$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	TBN	$9.00	$9.00	$9.00	TBN	TBN	TBN	TBN	$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	TBN	$55.00	$55.00	$55.00	TBN	TBN	TBN	TBN	$55.00
Manual Service Order, NRC	MOCLA	TBN	$45.00	$45.00	$45.00	TBN	TBN	TBN	TBN	$45.00
Sub-Loop Concentration - Channelization Sys (Outside CO)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	TBD	$18.94	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	TBD	$8.42	TBD	BFR	BFR	BFR	BFR	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	$792.49	$724.79	$757.00	NA	NA	NA	NA	$683.78
NRC - 1st	UCT8A	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT8A	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month			$155.32	$92.91	$95.60	NA	NA	NA	NA	$102.12

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	UCT8B	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT8B	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
TR303 - System A (96 channel capacity - channels 1-96), per month			$835.72	$764.42	$799.95	NA	NA	NA	NA	$726.87
NRC - 1st	UCT3A	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT3A	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	NA	$198.55	$132.54	$138.55	NA	NA	NA	NA	$145.21
NRC - 1st	UCT3B	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT3B	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
DS1 Feeder Interface, per month	UCTFS	NA	$78.43	$72.12	$77.02	NA	NA	NA	NA	$76.73
NRC 1st	UCTFS	NA	$422.74	$425.74	$418.13	NA	NA	NA	NA	$418.37
NRC Add'l	UCTFS	NA	$200.74	$198.06	$198.56	NA	NA	NA	NA	$198.67
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	NA	$2.62	$2.38	$2.68	NA	NA	NA	NA	$2.61
NRC 1st	TBD	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	TBD	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	$10.49	$9.53	$10.72	NA	NA	NA	NA	$10.43
NRC 1st	ULCC1	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	ULCC1	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	NA	$15.59	$14.17	$15.94	NA	NA	NA	NA	$15.51
. NRC 1st	TBD	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	TBD	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - 4 Wire Voice, per month	ULCC4	NA	$9.30	$8.45	$9.50	NA	NA	NA	NA	$9.26
NRC 1st	ULCC4	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	ULCC4	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Test Circuit, per month		NA	$45.46	$41.30	$46.44	NA	NA	NA	NA	$45.22
NRC 1st	UCTTC	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	UCTTC	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - Digital 56Kbps, per month	ULCC5	NA	$13.78	$12.51	$14.08	NA	NA	NA	NA	$13.71
NRC 1st	ULCC5	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	ULCC5	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - Digital 64Kbps, per month	ULCC6	NA	$13.78	$12.51	$14.08	NA	NA	NA	NA	$13.71
NRC 1st	ULCC6	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	ULCC6	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Loop Concentration System (Inside C.O.)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	TBD	$18.94	TBD	$18.14	$25.52	TBD	$44.06	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	TBD	$8.42	TBD	$8.06	$11.34	TBD	$13.55	TBD
Loop Channelization System - Digital Loop Carrier	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Loop Channelization System - Digital Loop Carrier	TBD	NA	NA	NA	NA	NA	NA	$315.16	NA	NA
NRC- 1st	TBD	NA	NA	NA	NA	NA	NA	$426.48	NA	NA
NRC- Addl	TBD	NA	NA	NA	NA	NA	NA	$103.42	NA	NA
NRC- Incremental Cost - Manaul Service Order- 1st	TBD	NA	NA	NA	NA	NA	NA	$42.19	NA	NA
NRC- Incremental Cost - Manaul Service Order- Addl	TBD	NA	NA	NA	NA	NA	NA	$12.76	NA	NA
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$327.44	$400.33	$316.63	$394.00	$308.74	$454.79	$375.96	$399.21	$380.06
NRC - 1st	UCT8A	$1,115.10	$1,128.75	$1,111.95	$1,116.15	$1,117.20	$1,115.10	$1,113.00	$1,119.30	$1,114.05
NRC - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$67.41	$70.48	$65.27	$72.21	$76.58	$73.30	$65.98	$71.91	$68.71
NRC - 1st	UCT8B	$464.57	$470.41	$463.37	$465.11	$465.64	$464.71	$463.74	$466.38	$464.21
NRC - Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$375.18	$450.24	$362.87	$445.14	$385.97	$506.70	$422.68	$450.13	$428.73
NRC - 1st	UCT3A	$1,115.10	$1,128.75	$1,111.95	$1,116.15	$1,117.20	$1,115.10	$1,113.00	$1,119.30	$1,114.05
NRC - Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$111.30	$118.76	$110.02	$121.45	$129.05	$123.52	$111.17	$121.16	$115.79
NRC - 1st	UCT3B	$464.57	$470.41	$463.37	$465.11	$465.64	$464.71	$463.74	$466.38	$464.21
NRC - Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS1 Interface, per month	UCTCO	$6.42	$6.47	$6.15	$403.20	$7.35	$6.99	$6.27	$6.79	$6.49
NRC 1st	UCTCO	$367.70	$372.32	$366.72	$132.18	$368.54	$367.80	$367.04	$369.13	$367.41
NRC Add'l	UCTCO	$132.03	$133.69	$130.63	$132.18	$132.33	$132.07	$131.79	$132.54	$131.92
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	$2.55	$2.66	$2.44	$2.79	$2.91	$2.77	$0.89	$2.69	$2.58
NRC 1st	TBD	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.73	$35.91	$35.74
NRC Add'l	TBD	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.49	$35.71	$35.54
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.19	$10.67	$9.76	$11.18	$11.66	$11.10	$9.95	$10.76	$10.30
NRC 1st	ULCC1	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	ULCC1	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	$15.15	$15.85	$14.51	$16.62	$17.33	$16.46	$14.80	$16.01	$15.32
NRC 1st	TBD	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	TBD	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.04	$9.44	$8.65	$9.91	$10.34	$9.83	$8.82	$9.55	$9.13
NRC 1st	ULCC4	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	ULCC4	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Test Circuit, per month	UCTTC	$44.16	$46.14	$42.30	$48.43	$50.53	$47.85	$43.13	$46.66	$44.65
NRC 1st	UCTTC	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	UCTTC	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
DARK FIBER										
Per four fiber strands, per route mile or fraction thereof, per month	1L5DF	$59.84	$55.35	$44.22	$64.64	$65.29	$70.35	$49.88	$72.45	$52.67
NRC - Per each four-fiber dark fiber arrangement - 1st	1L5DF	$2,518.66	$1,715.61	$1,355.29	$2,304.00	$1,685.19	$2,389.99	$2,277.00	$2,406.00	$1,672.44
NRC - Per each four-fiber dark fiber arrangement - Add'l	1L5DF	$835.08	$622.68	$273.69	$740.93	$580.11	$804.32	$733.08	$765.30	$509.09
NOTES:										
1 In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.										
2 Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to										
3 All rates are interim and subject to true-up.										
4 Where the state Commission has adopted rates for the rate elements containedherein, it is the intent of the Parties to reflect such rates in thisExhibit and to apply the same consistent with applicable FCC and Commissionrules and orders.										
* Subject to change pending cost study filings and/or state ordered rates										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month										
2- wire voice unbundled port - residence	UEPRL	$2.07	2.00 - Note 1	1.85 - Note 1	2.61 - Note 1	$2.20	$2.11	$2.19	$2.35	1.90 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$2.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
2-wire voice unbundled port without Caller ID	UEPBL	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled outgoing only port	UEPBO	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
Non-Recurring Charges (NRC) - 1st (Residence)										
2- wire voice unbundled port - residence	UEPRL	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$21.60	$24.98	BST GSST A4.3.1
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
2-wire voice unbundled port outgoing only - residence	UEPRO	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$38.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
NRC - Add'l (Residence)										
2- wire voice unbundled port - residence -	UEPRL	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$21.60	$24.98	BST GSST A4.3.1
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled port outgoing only - residence	UEPRO	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$15.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
NRC - 1st (Business)										
2-wire Voice Unbundled Port without Caller ID	UEPBL	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$21.60	$24.98	BST GSST A4.3.1
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
										BST GSST A4.3.1
NRC - Add'l (Business)	UEPBL	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled port without Caller ID	UEPBL	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$21.60	$24.98	BST GSST A4.3.1
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Locall Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
NRC - Disconnect Charge - 1st										
2- wire voice unbundled port - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled port without Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled outgoing only Port		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Incoming only Port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2- wire voice unbundled port - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port without Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with Caler ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled outgoing only port		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$14.63	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$10.39	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
All available features, per month	UEPVF	$5.55	NA	NA	NA	$8.28	$6.75	NA	$6.29	NA
NRC - 1st (all types)		$24.72	NA	NA	NA	NA	$21.42	NA	$36.24	NA
NRC - Add'l (all types)		$24.72	NA	NA	NA	NA	$21.42	NA	$36.24	NA
NRC - Disconnect Charge - 1st		$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Disconnect Charge - Add'l		$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available feature, per month	UEPVF	NA	NA	NA	NA	$8.28	$3.31	NA	$3.03	NA
NRC - 1st (all types)		NA	NA	NA	NA	NA	$3.06	NA	$4.53	NA
NRC - Add'l (all types)		NA	NA	NA	NA	NA	$3.06	NA	$4.53	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month	UEP4A	NA	$9.14	$8.47	NA	$10.13	$9.60	$8.69	$2.28	NA
NRC - 1st	UEP4A	NA	$5.86	$17.16	NA	$16.43	$22.98	$21.69	$3.50	NA
NRC - Add'l	UEP4A	NA	$5.86	$17.16	NA	$16.43	$22.98	$21.69	$3.50	NA
NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	$26.85	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	$12.67	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$8.94	$16.06	NA	NA	NA
2-Wire DID Port, per month	UEPP2	$12.08	TBD	$11.35	NA	$13.12	$14.63	$12.36	$12.08	$12.68
NRC - 1st	UEPP2	$50.00	TBD	$61.91	NA	$59.28	$83.09	$81.84	$50.00	BST GSST A4.3.1
NRC - Add'l	UEPP2	$18.00	TBD	$61.91	NA	$59.28	$83.09	$81.84	$50.00	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	$9.20	$13.48	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	$9.20	$13.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$10.39	$16.07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	$130.23	$125.00	$120.80	NA	$149.27	$146.46	$123.65	$130.23	$120.00
NRC - 1st	UEPDD	$50.00	$112.00	$89.44	NA	$85.63	$117.81	$116.59	$60.00	To be negotiated
NRC - Add'l	UEPDD	$18.00	$91.00	$52.46	NA	$50.23	$71.18	$69.92	$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$10.39	$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	$16.42	$13.00	$13.47	$12.33	$23.33	$51.91	$24.50	$33.74	$1.90
NRC - 1st	U1PMA	$63.24	$88.00	$47.37	$90.48	$45.35	$63.59	$62.29	$65.79	BST GSST A4.3.1

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	U1PMA	$63.24	$66.00	$47.37	$84.53	$45.35	$63.59	$62.29	$65.79	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1PMA	$5.69	NA	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1PMA	$5.69	NA	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$56.19	NA	$39.98	NA	$38.29	$53.87	$55.30	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$56.19	NA	$39.98	NA	$38.29	$53.87	$55.30	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - User Profile per B Channel **(4)**	U1UMA	NA	NA	NA	$5.61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$38.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	$186.02	NA	$163.16	NA	$194.72	$213.21	$179.75	$214.79	$308.00
NRC - 1st	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$241.63	$278.37	To be negotiated
NRC - Add'l	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$241.63	$278.37	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	$51.19	NA	NA	NA	$27.11	$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	$51.19	NA	NA	NA	$27.11	$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$54.75	NA	$37.88	NA	$33.18	$51.03	$53.89	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$54.75	NA	$37.88	NA	$33.18	$51.03	$53.89	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$11.53	NA	NA	NA	$7.73	$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$11.53	NA	NA	NA	$7.73	$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	$275.48	NA	NA	NA	$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	$181.27	NA	NA	NA	$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	$116.42	NA	NA	NA	$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.18	$2.35	$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
NRC - 1st	UEPPC	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$21.60	$24.36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$21.60	$24.36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$37.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$38.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$39.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	$6.56	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	$65.40
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	$710.71
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	$23.77
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	$65.44
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$14.46	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$8.94	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$8.67	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$60.60	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	$60.60	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$5.38	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$28.89	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	$28.89	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	$0.29	NA	See features	NA	See features	NA
NRC - 1st	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
Coin Port, per month		$2.34	NA	$2.05	$3.04	$2.50	$2.32	NA	$2.77	$1.90
NRC - 1st		$21.93	NA	$17.16	$40.71	$16.43	$22.98	NA	$24.75	BST GSST A4.3.1
NRC - Add'l		$21.93	NA	$17.16	$40.71	$16.43	$22.98	NA	$24.75	BST GSST A4.3.1
NRC - Disconnect Charge - 1st		$5.21	NA	NA	NA	$4.15	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l		$5.21	NA	NA	NA	$4.15	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	$43.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.57	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$16.33	NA	NA	NA	$9.86	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire Coin Port, per month		NA	NA	NA	NA	NA	NA	$2.59	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	$21.60	NA	NA
NRC - Add'l		NA	NA	NA	NA	NA	NA	$21.60	NA	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	$12.76	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month	N/A	NA	No add'l charge	NA	No add'l charge	$8.28	NA	NA	See above	NA
Three-Way Calling, per month		$1.12	NA	NA	NA	NA	$1.32	$0.89	$1.10	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Changeable Speed Calling, per month		$0.08	NA	NA	NA	NA	$0.0755	$0.17	$0.1247	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Waiting		$0.03	NA	NA	NA	NA	$0.033	$0.09	$0.0665	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Activation of Call Fordwarding, per month		$0.18	NA	NA	NA	NA	$0.4859	$0.85	$0.3743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Cancel Call Waiting, per month		$0.01	NA	NA	NA	NA	$0.0082	$0.01	$0.0099	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Callback, per month		$0.29	NA	NA	NA	NA	$0.9977	$0.66	$0.8015	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Recall, per month		$0.28	NA	NA	NA	NA	$0.3164	$0.29	$0.3102	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery, per month		$0.22	NA	NA	NA	NA	$0.1817	$0.33	$0.3272	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery Blocking, per month		$1.17	NA	NA	NA	NA	$0.9913	$0.02	$0.3684	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Originated Trace, per month		$0.14	NA	NA	NA	NA	$0.1918	$0.14	$0.1402	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Rejection, per month		$0.13	NA	NA	NA	NA	$0.1721	$0.13	$0.1528	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Forwarding, per month		$0.05	NA	NA	NA	NA	$0.1050	$0.28	$0.1287	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Acceptance, per month		$0.29	NA	NA	NA	NA	$0.4010	$0.33	$0.3283	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiline Hunt Service (Rotary)										
Service per line, (in addition to port) , per month		$0.11	NA	NA	NA	NA	$0.1271	$0.14	$0.1301	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Variable, per month		$0.05	NA	NA	NA	NA	$0.0474	$0.10	$0.0768	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Busy Line, per month		$0.03	NA	NA	NA	NA	$0.0279	$0.08	$0.0603	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Don't Answer All Calls, per month		$0.03	NA	NA	NA	NA	$0.0308	$0.09	$0.0655	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Call Forwarding, per month		$1.36	NA	NA	NA	NA	$1.47	$0.95	$1.41	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Transfer, per month		$0.12	NA	NA	NA	NA	$0.1404	$0.14	$0.1392	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Hold, per month		$0.03	NA	NA	NA	NA	$0.0190	$0.15	$0.0677	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC – Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Toll Restricted Service, per month		$0.04	NA	NA	NA	NA	$0.0387	$0.10	$0.0743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Message Waiting Indicator – Stutter Dial Tone, per month		$0.03	NA	NA	NA	NA	$0.0356	$0.03	$0.0318	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Anonymous Call Rejection, per month		$0.93	NA	NA	NA	NA	$0.9519	$1.29	$1.13	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Shared Call Appearances of a DN, per month		$0.41	NA	NA	NA	NA	$0.5015	$0.29	$0.3513	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiple Call Appearances, per month		$0.09	NA	NA	NA	NA	$0.0932	$0.07	$0.0891	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Bridged Call Exclusion, per month		$0.00	NA	NA	NA	NA	$0.0013	$0.0011	$0.0013	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call by Call Access, per month		$28.29	NA	NA	NA	NA	$50.89	$19.83	$0.3621	NA
NRC		$28.94	NA	NA	NA	NA	$28.61	$33.33	$33.36	NA
NRC - Disconnect		$5.22	NA	NA	NA	NA	$5.16	NA	NA	NA
Privacy Release, per month		$0.01	NA	NA	NA	NA	$0.0030	$0.0041	$0.0116	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		$0.10	NA	NA	NA	NA	$0.1115	$0.13	$0.1048	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Make Set Busy, per month		$0.01	NA	NA	NA	NA	$0.0013	$0.0020	$0.0101	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		$0.15	NA	NA	NA	NA	$0.1071	$0.26	$0.2149	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		$0.04	NA	NA	NA	NA	$0.0464	$0.09	$0.0708	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Park, per month		$0.04	NA	NA	NA	NA	$0.0443	$0.09	$0.0694	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Automatic Line, per month		$0.09	NA	NA	NA	NA	$0.1111	$0.14	$0.1179	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
2-WIRE ISDN BRI FEATURES										
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Non-ISDN DN	DOE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Privacy Release	DS1FU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Exclusion	DS1FM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Data	LLOCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Voice	GJXCF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Voice Or Voice/Data	LLQCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Data	LLRCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Busy Line–Prgrmmbl–Voice Or Voice/Data	M6AVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Programmable - Data	M6ADF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Voice Or Voice/Data	LLSCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Data	LLUCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwdng Don't Answer–Prgrmmble Voice Or Voice/Data	M6BVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Programmable - Data	M6BDF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Multiple Simultaneous – Voice Or Voice/Data	M6CV5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous – Data	M6CD5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Voice Or Voice/Data	HTG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Data	HTGSD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Speed Calling	LLZSU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Visual Message Waiting Indicator	LLAVP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Audible Message Waiting Indicator	MWW	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Tracing	NST	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return	NSS	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Preferred Call Forwarding	NCE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Block	NSY	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing	NSQ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For General Public	NOBPC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return Denial Of, Per Activation	BCR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Automatic Line/Direct Connect	M6GN9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	M6MPD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Selective Call Acceptance	M6K16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Park/Call Retrieve	M6HP6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Transfer System Exception	M6QTD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy – Intragroup	M6MGD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Customized Code Restrictions	CREX+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listings	CLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Additional Listing No Rate	FLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Cross Reference Listing	LLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-Pub Listing No Rate	NP3	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing	NLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing No Rate	NLE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Alternate Call Listing	FNA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Selective Class Of Call Screening	SRG++	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
ISDN Message Waiting Indication-Lamp, per month		$0.01	NA	NA	NA	NA	$0.0105	$0.0107	$0.0138	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA		
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Subsequent Ordering Charge – (per order, per line)		NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic - 1st		$2.88	NA	NA	NA	NA	$2.84	$5.42	$1.36	NA
NRC - Electronic - Add'l		$0.96	NA	NA	NA	NA	$0.95	$0.95	$0.71	NA
NRC - Manual - 1st		$4.80	NA	NA	NA	NA	$4.73	$1.89	$7.35	NA
NRC - Manual - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.95	NA
NRC - Disconnect		$2.88	NA	NA	NA	NA	$2.84	NA	NA	NA
End Office Switching (Port Usage)										
End Office Switching Function, per mou	N/A	$0.0018	$0.0175	$0.0016333	$0.002562	$0.0021	$0.0023771	$0.0017000	$0.0019295	$0.0019
End Office Switching Function, add'l mou (5)	N/A	NA	$0.005	NA	NA	NA	NA	NA	NA	NA
End Office Interoffice Trunk Port—Shared, per mou	N/A	$0.0002	NA	$0.0001564	NA	$0.0002	$0.0001927	NA	$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0009	$0.0006843	$0.000676
Tandem Interoffice Trunk Port - Shared per mou			NA	$0.0002126	NA	$0.0003	$0.0002834	NA	$0.0004034	NA
NOTES:										
1 Port rate includes all available features.										
2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.										
3 Access to B Channel or D Channel Packet capabilities will be avail- able only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.										
4 This rate element is for those states which have a specific rate for User Profile per B Channel.										
5 This rate element is for use in those states with a different rate for additional minutes of use.										
6 Where the state Commission has adopted rates for the rate elements containedherein, it is the intent of the Parties to reflect such rates in thisExhibit and to apply the same consistent with applicable FCC and Commissionrules and orders.										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00034	$0.0004672	$0.00036
Interoffice Channel - Dedicated Transport - VG										
Interoffice Channel - Dedicated Transport - 2-Wire VG - per mile	1L5XX	$0.03390	NA	$0.0222	$0.03	$0.0384	$0.0323	$0.0282	$0.0373	$0.0173
Interoffice Channel - Dedicated Transport - 2-Wire VG - facility termination per month	U1TV2	$18.49	NA	$17.07	$27.66	$19.10	$21.33	$18.00	$21.42	$18.33
NRC - 1st	U1TV2	$144.27	NA	$79.61	$142.31	$104.23	$144.77	$137.48	$136.44	$83.35
NRC - Add'l	U1TV2	$54.15	NA	$36.08	$56.21	$39.91	$56.06	$52.58	$51.37	$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$38.07	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.54	NA	$18.94	$37.21	$26.20	$36.86	$38.07	$39.63	$31.63
Interoffice Channel - Dedicated Transport - DS0 - 56/64 KBPS										
Interoffice Channel - Dedicated Transport - DS0 - per mile per month	1L5XX	$0.0339	$0.0252	$0.0222	$0.03	$0.0384	$0.0323	$0.0282	$0.0373	$0.17
Interoffice Channel - Dedicated Transport - DS0 - facility termination per month	U1TD6	$17.81	$21.33	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - 1st	U1TD6	$144.27	$137.15	$79.61	$142.31	$104.23	$144.77	$137.48	$136.44	$83.35
NRC - Add'l	U1TD6	$54.15	$64.45	$36.08	$56.21	$39.91	$56.06	$52.58	$51.37	$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$38.07	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$38.07	$39.63	$31.63
Interoffice Channel - Dedicated Transport - DS1										
Interoffice Channel - Dedicated Transport - DS1- per mile per month	1L5XX	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$0.5753	$0.7598	$0.3525
Interoffice Channel - Dedicated Transport - DS1 facility termination per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
NRC - 1st	U1TF1	$223.59	$45.91	$147.07	$298.18	$160.49	$222.81	$217.17	$216.27	$166.53
NRC - Add'l	U1TF1	$168.60	$44.18	$111.75	$231.23	$123.03	$168.92	$163.75	$162.70	$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.83	$38.07	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.86	$38.07	$39.63	$31.63
Interoffice Channel - Dedicated Transport - DS3										
Interoffice Channel - Dedicated Transport - DS3 - per mile per month	1L5XX	$11.93	$10.25	$7.07	$12.06	$16.15	$15.02	$12.98	$19.14	$6.88
Interoffice Channel - Dedicated Transport - DS3 - facility termination per month	U1TF3	$736.60	$994.83	$743.41	$1,112.02	$1,131.09	$744.38	$720.38	$904.49	$840.61
NRC - 1st	U1TF3	$877.36	$884.71	$878.95	$858.75	$883.62	$812.30	$794.94	$856.96	$877.70
NRC - Add'l	U1TF3	$540.46	$552.81	$542.61	$524.95	$545.50	$596.55	$579.55	$522.20	$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$101.69	NA	$98.49	$94.57	$99.02	$92.05	$91.26	$99.09	$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$101.69	NA	$98.49	$94.57	$101.69	$92.05	$91.26	$99.09	$102.75
Interoffice Channel - Dedicated Transport - STS-1										
Interoffice Channel - Dedicated Transport - STS-1 - per mile per month	1L5XX	$11.93	$10.25	$7.07	$12.06	$16.15	$13.48	$11.62	$19.14	$6.88
Interoffice Channel - Dedicated Transport - STS-1 - facility termination per month	U1TFS	$733.93	$966.49	$733.72	$1,088.67	$1,114.68	$692.52	$814.72	$944.40	$838.65
NRC - 1st	U1TFS	$858.02	$868.23	$856.62	$858.75	$861.17	$858.15	$857.29	$861.20	$858.26
NRC - Add'l	U1TFS	$524.50	$530.74	$523.64	$524.94	$526.42	$524.58	$524.05	$526.44	$525.25
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$94.49	$95.61	$94.34	$94.57	$94.84	$94.50	$94.41	$94.84	$94.63
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$94.49	$95.61	$94.34	$94.57	$94.84	$94.50	$94.41	$94.84	$94.63
Local Channel - Dedicated Transport										
Local Channel - Dedicated Transport - 2-Wire VG										
Monthly Recurring	ULDV2	$14.61	$18.02	$13.91	$22.26	$14.94	$17.83	$14.82	$16.83	$19.02
NRC - 1st	ULDV2	$572.46	$477.33	$382.95	$597.14	$401.17	$565.31	$553.80	$554.00	$254.14
NRC - Add'l	ULDV2	$92.07	$124.32	$62.40	$110.52	$66.35	$93.30	$86.69	$88.58	$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$41.46	$29.54	$41.57	$42.17	$43.75	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	NA	$19.46	$27.39	$12.76	$13.55	$23.84
Local Channel - Dedicated Transport - 4-Wire VG										
Monthly Recurring	ULDD6	$15.77	$19.01	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
NRC - 1st	ULDD6	$581.14	$77.33	$368.44	$585.15	$407.11	$573.83	$562.23	$562.46	$257.05
NRC - Add'l	ULDD6	$95.21	$124.32	$64.05	$98.53	$68.61	$96.40	$92.67	$91.57	$30.34
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$98.53	$29.54	$41.57	$42.17	$43.64	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	$11.99	$19.46	$27.39	$12.76	$13.55	$23.84

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated Transport - DS1										
Monthly Recurring	TMECS	$35.52	$44.35	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
NRC - 1st	TMECS	$549.85	$246.50	$356.15	$538.95	$396.86	$588.53	$534.48	$534.81	$343.71
NRC - Add'l	TMECS	$475.02	$230.49	$312.89	$464.94	$342.92	$501.32	$462.69	$462.81	$277.86
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$91.22	NA	$44.22	$87.71	$61.82	$81.30	$86.15	$87.99	$23.51
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	$1.77	$3.11	$21.75
Local Channel - Dedicated Transport – DS3										
DS3 - per mile per month	1L5NC	$34.21	$30.65	$23.06	$34.00	$30.34	NA	NA	$44.13	$23.76
DS3 - Facility Termination per month	ULDF3	$536.23	$598.84	$531.90	$635.09	$669.01	NA	$498.87	$582.93	$607.28
NRC - 1st	ULDF3	$877.36	$884.71	$878.95	$858.75	$883.62	$858.15	$562.25	$856.96	$877.70
NRC - Add'l	ULDF3	$540.46	$552.81	$542.61	$524.95	$545.50	$524.58	$527.88	$522.20	$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$101.69	NA	$98.49	NA	$99.02	NA	$56.25	NA	$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$101.69	NA	$98.49	NA	$99.02	NA	$56.25	NA	$102.75
Local Channel - Dedicated Transport – STS-1										
STS-1 - per mile per month	1L5NC	$24.82	$27.61	$19.93	$30.04	$29.89	$38.98	$24.39	$29.97	$25.11
STS-1 - Facility Termination per month	ULDFS	$502.62	$681.61	$516.91	$610.64	$693.02	$531.39	$555.92	$556.66	$615.65
NRC - 1st	ULDFS	$1,084.17	$1,097.06	$1,082.37	$1,085.09	$1,088.15	$1,084.33	$1,083.24	$1,088.19	$1,085.73
NRC - Add'l	ULDFS	$682.02	$690.14	$680.91	$682.61	$684.53	$682.13	$681.44	$684.56	$683.01
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$96.08	$97.23	$95.93	$96.17	$96.44	$96.10	$96.00	$96.44	$96.22
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$96.08	$97.23	$95.93	$96.17	$96.44	$96.10	$96.00	$96.44	$96.22
CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System per month	MQ3	$210.87	$213.22	$173.51	$236.32	$245.84	$229.30	$226.81	$204.07	$225.59
NRC - 1st	MQ3	$355.25	$280.12	$284.43	$425.41	$259.76	$356.80	$351.95	$423.77	$265.08
NRC - Add'l	MQ3	$245.86	$196.07	$199.98	$303.33	$182.64	$247.40	$243.76	$295.21	$185.94
NRC -1sr - Disconnect	MQ3	$78.43	$64.06	$66.76	NA	$60.96	$79.94	$77.90	NA	$61.09
NRC -Add'l - Disconnect	MQ3	$63.70	$52.60	$55.25	NA	$50.46	$65.20	$63.32	NA	$50.31
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	$28.44	NA	$21.61	$41.47	$19.74	$26.95	$28.13	$43.41	$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	$13.47	NA	$9.61	NA	$8.77	$11.98	$13.33	$15.36	$10.46
NRC - Channel System - Incremenatl Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	$18.46	NA	$13.61	NA	$12.43	$16.97	$18.26	NA	$14.21
NRC - Channel System - Incremenatl Cost - Manual Svc. Order - Disconnect - Add	SOMAC	$1.50	NA	NA	NA	NA	NA	$1.48	NA	$1.46
per Interface per month	1PQE1	$4.53	$6.31	$7.13	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
NRC - 1st	1PQE1	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	1PQE1	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
DS1 Channelization (DS1 to DS0)										
per Channelized System per month	MQ1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
NRC - 1st	MQ1	$269.98	$208.64	$212.01	$302.82	$193.63	$271.52	$267.19	$304.00	$197.21
NRC - Add'l	MQ1	$163.04	$126.61	$129.60	$184.20	$118.37	$164.56	$161.43	$178.92	$119.99
NRC -1sr - Disconnect	MQ1	$34.88	$26.42	$28.95	NA	$26.44	$36.38	$34.55	NA	$25.66
NRC -Add'l - Disconnect	MQ1	$21.32	$15.95	$18.43	NA	$16.83	$22.82	$21.14	NA	$15.81
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	$28.44	NA	$21.61	$41.47	$19.74	$26.95	$28.13	$43.41	$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order -Add'l	SOMAC	$13.47	NA	$9.61	$11.99	$8.77	$11.98	$13.33	$15.36	$10.46
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -1st	SOMAC	$18.46	NA	$13.61	NA	$12.43	$16.97	$18.26	NA	$14.21
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -Add	SOMAC	$1.50	NA	NA	NA	NA	NA	$1.48	NA	$1.46
DS1 Channization Interfaces										
per OCU-DP(data) card per month(2.4-64kbps)	1D1DD	$2.61	$3.13	$2.65	$2.94	$3.12	$2.86	$2.88	$3.36	$2.46
NRC - 1st	1D1DD	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	1D1DD	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
per VG card per month	1D1VG	$1.26	$1.78	$1.48	$1.40	$1.62	$1.45	$1.64	$1.93	$1.25
NRC - 1st	1D1VG	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	1D1VG	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
DARK FIBER										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Per four fiber strands, per route mile or fraction thereof, per month	1L5DF	$59.84	$55.35	$44.22	$64.64	$65.29	$70.35	$49.88	$72.45	$52.67
NRC - Per each four-fiber dark fiber arrangement - 1st	1L5DF	$2,518.66	$1,715.61	$1,355.29	$2,304.00	$1,685.19	$2,389.99	$2,277.00	$2,406.00	$1,672.44
NRC - Per each four-fiber dark fiber arrangement - Add'l	1L5DF	$835.08	$622.68	$273.69	$740.93	$580.11	$804.32	$733.08	$765.30	$509.09
Where the state Commission has adopted rates for the rate elements containedherein, it is the intent of the Parties to reflect such rates in thisExhibit and to apply the same consistent with applicable FCC and Commissionrules and orders.										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
										65.4
										710.71
										23.77
										65.44

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Notes 4 & 5)										
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	This USOC to be used for Unbundled Loop when ordering Loop/Port Combination								
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	This USOC to be used for Local Number Portability when ordering Loop/Port Combinations								
Zone 1 / Top 8 MSAs in BellSouth Region										
Currently Combined										
Customers with less than 4 DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	$16.55	NA	$12.59	NA	$16.60	$16.71	NA	$20.71	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	$25.51	NA	$14.26	NA	$26.69	$21.45	NA	$29.35	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	$44.44	NA	$21.62	NA	$51.85	$29.75	NA	$37.68	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	$38.59	NA	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$19.04	$17.00	$10.80	$20.00	$14.05	$14.59	$14.27	$17.02	$18.00
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	NA	NA	$12.47	NA	$24.14	$19.33	NA	$25.66	NA
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	NA	NA	$19.83	NA	$49.30	$27.63	NA	$33.99	NA
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	NA
RC - Exchange Port - 2-Wire Line Port	TBD	$2.07	$2.00	$1.79	$2.61	$2.20	$2.11	$2.19	$2.35	$1.90
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	$10.00	$10.00	$2.01	$10.00	$10.00	$10.00	$2.77	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	$10.00	$10.00	$0.3108000	$10.00	$10.00	$10.00	$0.40	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	$10.00	$10.00	$2.01	$10.00	$10.00	$10.00	$2.77	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	$10.00	$10.00	$0.3108000	$10.00	$10.00	$10.00	$0.40	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA	NA	$33.67	NA	NA	NA	$40.18	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA	NA	$7.88	NA	NA	NA	$9.45	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic	SOMAN	$19.99	$19.99	NA	$19.99	$19.99	$19.99	NA	$19.99	$19.99
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	NA	NA	NA	NA	NA	$1.42	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$10.27	NA	NA
2- Wire Voice Grade Loop with 2 -Wire DID Trunk Port										
RC- 2 Wire Voice Grade Loop with 2 - Wire Line Port	TBD	NA	NA	NA	NA	NA	NA	$23.79	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - 1st	TBD	NA	NA	NA	NA	NA	NA	$13.26	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Addl	TBD	NA	NA	NA	NA	NA	NA	$8.39	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$53.89	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - Addl	TBD	NA	NA	NA	NA	NA	NA	$11.34	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 2-Wire ISDN Digital Grade Loop	USL2X	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$18.32
RC - Exchange Port - 2-Wire ISDN Line Side Port	UEPPB	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$15.72
RC- 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port	TBD	NA	NA	NA	NA	NA	NA	$43.45	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$212.88
4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 4-Wire ISDN Digital Grade Loop	USL4P	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$61.74
RC - Exchange Port - 4-Wire ISDN Digital Trunk Port	UEPPP	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$73.62
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - 1st conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - Add'l conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port	USASP	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$28.39
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$0.94
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Outward Telephone numbers	PR7TP	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$22.36
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$44.71
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Service Order Per Order	USASP	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$189.76
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port	TBD	NA	NA	NA	NA	NA	NA	$241.72	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - 1st	TBD	NA	NA	NA	NA	NA	NA	$481.51	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	NA	NA	NA	NA	NA	NA	$481.51	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	NA	NA	NA	NA	NA	$36.92	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	$1.17	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	$28.17	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	$56.33	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	NA	NA	NA	NA	NA	$255.25	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port										
RC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port	TBD	NA	NA	NA	NA	NA	NA	$186.23	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	NA	NA	NA	NA	NA	NA	$490.38	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	NA	NA	NA	NA	NA	NA	$490.38	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DIDTrunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	NA	NA	NA	NA	NA	$146.91	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	$120.96	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	NA	NA	NA	NA	NA	NA	$29.65	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	NA	NA	NA	NA	NA	$127.63	NA	NA
Customers with 4 or more DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port	TBD	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Not Currently Combined										
Customers with less than 4 DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2- Wire Voice Grade Loop	UEPLX	$19.04	$17.00	$12.55	$20.00	$19.35	$21.26	$14.27	$22.49	$18.00
RC - Exchange Port - 2-Wire Line Port	TBD	$14.00	$14.00	$1.79	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	Note 3	Note 3	$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	Note 3	Note 3	$0.3108000	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	Note 3	Note 3	$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	Note 3	Note 3	$0.3108000	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	Note 3	Note 3	$33.67	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	Note 3	Note 3	$7.88	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 2-Wire ISDN Digital Grade Loop	USL2X	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$18.32
RC - Exchange Port - 2-Wire ISDN Line Side Port	UEPPB	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$15.72
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$212.88
4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 4-Wire ISDN Digital Grade Loop	USL4P	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$61.74
RC - Exchange Port - 4-Wire ISDN Digital Trunk Port	UEPPP	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$73.62
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - 1st conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - Add'l conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port	USASP	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$28.39
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$0.94

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Outward Telephone numbers	PR7TP	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$22.36
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$44.71
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Service Order Per Order	USASP	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$189.76
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
Customers with 4 or more DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port	TBD	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
All other MSAs in BellSouth Region										
Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2- Wire Voice Grade Loop	UEPLX	$19.04	$17.00	$12.55	$20.00	$19.35	$21.26	$14.27	$22.49	$18.00
RC - Exchange Port - 2-Wire Line Port	TBD	$2.07	$2.00	$1.79	$2.61	$2.20	$2.11	$2.19	$2.35	$1.90
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	$10.00	$10.00	$2.01	$10.00	$10.00	$10.00	$2.77	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	$10.00	$10.00	$0.3108000	$10.00	$10.00	$10.00	$0.40	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	$10.00	$10.00	$2.01	$10.00	$10.00	$10.00	$2.77	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	$10.00	$10.00	$0.3108000	$10.00	$10.00	$10.00	$0.40	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	NA	NA	$33.67	NA	NA	NA	$40.18	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	NA	NA	$7.88	NA	NA	NA	$9.45	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic	SOMAN	$19.99	$19.99	NA	$19.99	$19.99	$19.99	NA	$19.99	$19.99
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
Not Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2- Wire Voice Grade Loop	UEPLX	$19.04	$17.00	$12.55	$20.00	$19.35	$21.26	$14.27	$22.49	$18.00
RC - Exchange Port - 2-Wire Line Port	TBD	$14.00	$14.00	$1.79	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change - Res	UEPRL	$90.00	$90.00	$59.70	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l. w/change - Res	UEPRL	$41.50	$41.50	$59.70	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change - Bus	UEPBL	$90.00	$90.00	$59.70	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l. w/change - Bus	UEPBL	$41.50	$41.50	$59.70	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change -Res	UEPRL	$90.00	$90.00	$59.70	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change - Res	UEPRL	$41.50	$41.50	$59.70	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change - Bus	UEPBL	$90.00	$90.00	$59.70	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change - Bus	UEPBL	$41.50	$41.50	$59.70	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	Note 3	Note 3	$33.67	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	Note 3	Note 3	$7.88	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
MARKET RATES (INCLUDING ALL VERTICAL FEATURES)										
Currently Combined										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00
2-Wire Analog Loop, per month	UEPLX	$19.04	$17.00	NA	$20.00	$19.35	$21.26	NA	$22.49	$18.00
NRC	TBD	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Incremental Manual Service Order	SOMAN	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Not Currently Combined										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00
2-Wire Analog Loop, per month	UEPLX	$19.04	$17.00	NA	$20.00	$19.35	$21.26	NA	$22.49	$18.00
NRC	TBD	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Incremental Manual Service Order	SOMAN	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
NOTES:										
1 In the absence of ordered rates by a State Commission, the rates for Currently Combined combinations of loop and port network elements will be the sum of the stand alone recurring rates of the UNEs which make up the combinations.										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2	For Georgia, on an interim basis, for those currently combined port/loop combinations defined by the Georgia Public Service Commission as not currently combined, the non-recurring and recurring rates for such UNE combinations shall be the sum of the stand										
	3	Where BellSouth is not required to provide combinations of loop/port network elements, the rates for the 2-wire voice grade loop with 2-wire line port combination will be as follows: the recurring charges will be the sum of the stand-alone UNE loop rates										
	4	Usage and Common Transport rates associated with the stand-alone UNE port elements will apply to all combinations of loop/port network elements.										
	5	The Extended Area Calling Plans set forth in the stand-alone UNE Port rates section will apply to combinations of the loop/port network elements.										
	6	Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to McLeodUSA's interconnection agreement.										
		Where the state Commission has adopted rates for the rate elements containedherein, it is the intent of the Parties to reflect such rates in thisExhibit and to apply the same consistent with applicable FCC and Commissionrules and orders.										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Unbundled Loop / Transport Combinations										
Enhanced Extended Link ("EEL")										
DEDICATED TRANSPORT - ALREADY COMBINED										
Local Loop - 2-wire VG - per month										
Statewide	UEAL2	$22.43	$17.00	$17.89	$23.35	$22.84	$25.05	$15.88	$26.25	$26.02
Zone 1 (Note 1)	TBD	NA	NA	$15.40	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$17.78	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$28.26	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 4-wire VG - per month										
Statewide	UEAL4	$30.00	$30.00	$26.58	NA	$31.52	$30.55	$27.49	$35.86	$18.00
Zone 1 (Note 1)	TBD	NA	NA	$22.88	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$26.42	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$41.99	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 56kbps - per month										
Statewide	UDL56	$34.15	$48.33	$29.92	NA	$35.58	$34.95	$32.67	$41.70	$42.23
Zone 1 (Note 1)	TBD	NA	NA	$26.44	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$30.53	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$48.53	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 64 kbps - per month										
Statewide	UDL64	$34.15	$48.33	$29.22	NA	$35.58	$34.95	$32.67	$41.70	$42.23
Zone 1 (Note 1)	TBD	NA	NA	$26.44	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$30.53	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$48.53	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - DS1 - per month										
Statewide	USLXX	$64.65	$80.00	$60.88	$67.96	$72.86	$69.59	$62.78	$72.55	TBD
Zone 1 (Note 1)	TBD	NA	NA	$52.40	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$60.51	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$96.18	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - DS3 - per Mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38.98	$54.39	$32.53	$56.71	$30.53
Local Loop - DS3 - per Facility Termination	UE3PX	$456.18	$470.83	$392.61	$436.95	$497.08	$427.81	$387.01	$510.30	$400.21
Local Loop - STS-1 - per Mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38.98	$54.39	$32.53	$56.71	$30.53
Local Loop - STS-1 - per Facility Termination	UDLS1	$456.18	$470.83	$392.61	$436.95	$497.08	$427.81	$387.01	$510.30	$400.21
Local Channel - Dedicated - 2-Wire VG per month	ULDV2	$14.61	$18.02	$16.28	$22.26	$14.94	$17.83	$14.82	$16.83	$19.02
Local Channel - Dedicated - 4-Wire VG per month	ULDV4	$15.77	$19.01	$17.18	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
Local Channel - Dedicated - DS1 per month	TMECS	$35.52	$44.35	$38.57	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
Local Channel - Dedicated - DS3 - per mile per month	1L5NC	$34.21	$30.65	$23.06	$34.00	$30.34	NA	NA	$44.13	$23.76
Local Channel - Dedicated - DS3 - Facility Termination per month	ULDF3	$536.23	$598.84	$531.90	$635.09	$669.01	$526.67	$498.87	$582.93	$607.28

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated - STS-1 - per mile per month	1L5NC	$24.82	$27.61	$19.93	$30.04	$29.89	$38.98	$24.39	$29.97	$25.11
Local Channel - Dedicated - STS-1 - Facility Termination per month	ULDS1	$502.62	$681.61	$516.91	$610.64	$693.02	$531.39	$555.92	$556.66	$615.65
Interoffice Channel - Dedicated - 2-Wire VG - per mile per month	1L5XX	$0.03	NA	$0.02	$0.03	$0.04	$0.03	$0.0282	$0.04	$0.02
Interoffice Channel - Dedicated - 2-Wire VG - Facility Termination per month	U1TV2	$18.49	NA	$17.07	$27.66	$19.10	$21.33	$18.00	$21.42	$18.33
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.04	$0.03	$0.02	$0.03	$0.04	$0.03	$0.0282	$0.04	$0.17
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	$17.81	21.33	$16.45	$26.95	$18.37	$20.64	$17.40	20.71	$17.74
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.04	$0.03	$0.02	$0.03	$0.04	$0.03	$0.03	$0.04	$0.17
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	$17.81	21.33	$16.45	$26.95	$18.37	$20.64	$17.40	20.71	$17.74
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.57530	$0.76	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$11.93	$10.25	$6.46	$12.06	$16.15	$13.48	$12.98	$19.14	$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	736.6	994.83	$717.60	$1,112.02	$1,131.09	$686.84	$720.38	$904.49	$840.61
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$11.93	$10.25	$7.07	$12.06	$16.15	$13.48	$11.62	$19.14	$6.88
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$733.93	$966.49	$733.72	$1,088.67	$1,114.68	$692.52	$814.72	$944.40	$838.65
DS3 Channelized System per month	MQ3	$210.87	$213.22	$202.91	$236.32	$245.84	$229.30	$226.81	$204.07	$225.59
DS3 Interface per month (DS1 COCI)	1PQE1	$4.53	$6.31	$0.67	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
DS1 Channelized System per month	MQ1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	$2.61	$3.13	$1.06	$2.94	$3.12	$2.86	$2.88	$3.36	$2.46
VG interface card per month (DS0)	1D1VG	$1.26	$1.78	$2.20	$1.40	$1.62	$1.45	$1.64	$1.93	$1.25
NRC - All Existing UNE Combination "Switch As Is" Conversion Charge										
NRC - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$63.73	$71.04	$54.09	$54.23	$54.09	$114.00	$54.26	$54.13
NRC - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$33.10	$39.60	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
(NRC rates above, if not ordered, are subject to true-up.)										
Enhanced Extended Link ("EEL")										
2-wire VG Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
2-wire analog voice grade loop SL2 and DS1 ded interoffice transport with channelization										
Zone 1	TBD	$196.90	TBD	$99.22	NA	$208.13	$229.90	NA	$264.80	NA
Zone 2	TBD	$208.11	TBD	$101.60	NA	$220.80	$235.88	NA	$275.76	NA
Zone 3	TBD	$231.79	TBD	$112.08	NA	$252.41	$246.32	NA	$286.31	NA
Zone 4		NA	NA	NA	NA	NA	$257.43	NA	NA	NA
2-wire VG Loop per month, statewide	MQ3	$22.43	$17.00	NA	$23.35	NA	NA	$15.88	NA	$26.02
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	NA	$15.40	NA	$17.65	$18.35	NA	$21.57	NA
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	NA	$17.78	NA	$30.32	$24.33	NA	$32.53	NA
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	NA	$28.26	NA	$61.93	$34.77	NA	$43.08	NA
2-wire VG Loop per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.5753	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mont	U1TF1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
DS1 Channelization System per system per month	MQ1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface -VG per month	1PQE1	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
Per additional circuit in same DS1, Recurring - Zone 1	TBD	$19.21	NA	$17.60	NA	$19.07	$18.35	NA	$23.33	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Per additional circuit in same DS1, Recurring - Zone 2	TBD	$30.42	NA	$19.98	NA	$31.74	$24.33	NA	$34.29	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	$54.10	NA	$30.46	NA	$63.35	$34.77	NA	$44.84	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC - 2-wire VG Loop - 1st	SOMAC	NA	$195.00	$157.33	NA	$190.74	NA	$57.99	NA	$247.97
NRC - 2-wire VG Loop - Add'l	SOMAC	NA	$97.00	$120.74	NA	$134.43	NA	$42.37	NA	$195.72
NRC - Interoffice Channel - DS1- Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$217.17	NA	$195.68
NRC - Interoffice Channel - DS1- Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$163.75	NA	$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	$235.06	$240.96	NA	$220.07	NA	$301.74	NA	$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	$142.56	$148.03	NA	$135.20	NA	$182.57	NA	$135.80
NRC - DS1 Channelization System - VG Interface - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS1 Channelization System - VG Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
4-wire VG Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	$204.34	NA	$101.17	NA	$216.32	$235.35	NA	$274.14	NA
Zone 2	TBD	$129.33	NA	$110.71	NA	$233.81	$242.64	NA	$289.11	NA
Zone 3	TBD	$251.00	NA	$126.28	NA	$277.43	$255.37	NA	$303.52	NA
Zone 4	TBD	NA	NA	NA	NA	NA	$268.93	NA	NA	NA
4-wire VG Loop, per month, statewide	UEAL4	$30.00	$30.00	$26.58	NA	NA	NA	$27.49	NA	$18.00
4-wire VG Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$22.88	NA	$24.36	$22.38	NA	$29.47	NA
4-wire VG Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$26.42	NA	$41.85	$29.67	NA	$44.44	NA
4-wire VG Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$41.99	NA	$85.47	$42.40	NA	$58.85	NA
4-wire VG Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	$55.96	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.5753	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	U1TF1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
DS1 Channelization System per system per month	MQ1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface -VG per month	1D1VG	$1.26	$1.78	$2.20	$1.40	$1.62	$1.45	$1.64	$1.93	$1.25
Per additional circuit in same DS1, Recurring - Zone 1	TBD	26.65	NA	$24.93	NA	$27.26	$22.38	NA	$32.67	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	41.64	NA	$28.37	NA	$44.75	$29.67	NA	$47.64	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	54.1	NA	$43.52	NA	$88.37	$42.40	NA	$62.05	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA		$55.96	NA	NA	NA
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC 4-wireVG Loop - 1st	SOMAC	NA	$141.00	$260.11	NA	$334.69	NA	$288.47	NA	$113.50
NRC 4-wireVG Loop - Add'l	SOMAC	NA	$43.00	$213.21	NA	$243.53	NA	$237.45	NA	$86.00

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS1 - Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$217.17	NA	$195.68
NRC - DS1 - Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$163.75	NA	$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	$235.06	$240.96	NA	NA	NA	$301.74	NA	$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	$142.56	$148.03	NA	NA	NA	$182.57	NA	$135.80
NRC - DS1 Channelization System - Interface VG - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS1 Channelization System - Interface VG - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
4-wire 56 kbps Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
DS0 digital 56 or 64 kbps loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	$207.66	NA	$109.12	NA	$219.46	$238.58	NA	$278.93	NA
Zone 2	TBD	$224.73	NA	$113.21	NA	$239.20	$246.91	NA	$296.34	NA
Zone 3	TBD	$280.78	NA	$131.21	NA	$288.44	$261.48	NA	$313.10	NA
Zone 4	TBD	NA	NA	NA	NA	NA	$276.99	NA	NA	NA
4-wire 56 kbps Loop, per month, statewide	UNCD5	NA	NA	NA	NA	NA	NA	$32.67	NA	$42.23
4-wire 56 kbps Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$26.44	NA	$27.50	$25.61	NA	$34.26	NA
4-wire 56 kbps Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$30.53	NA	$47.24	$33.94	NA	$51.67	NA
4-wire 56 kbps Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$48.53	NA	$96.48	$48.51	NA	$68.43	NA
4-wire 56 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.5753	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
DS1 Channelization System per system per month	UNCN1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface - OCU-DP per month	UNC1D	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
Per additional circuit in same DS1, Recurring - Zone 1	TBD	$29.97	NA	$28.42	NA	$30.40	$28.48	NA	$37.46	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	$47.04	NA	$32.41	NA	$50.14	$36.81	NA	$54.87	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	$73.31	NA	$49.94	NA	$99.38	$51.38	NA	$71.63	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	$66.89	NA	NA	NA
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC - 4-wire 56 kbps Loop - 1st	SOMAC	NA	$709.72	$401.71	NA	$483.59	NA	$489.04	NA	$698.42
NRC - 4-wire 56 kbps Loop - Add'l	SOMAC	NA	$483.45	$283.84	NA	$315.57	NA	$337.51	NA	NA
NRC - DS-1 Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$217.17	NA	$195.68
NRC - DS-1 Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$163.75	NA	$156.47
NRC- New - DS1 Channelization System										
NRC - DS1 Channelization System - 1st	SOMAC	NA	$238.43	$302.82	NA	$297.96	NA	$338.55	NA	$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	$145.55	$184.20	NA	$181.39	NA	$200.06	NA	$135.80
NRC - DS1 Channelization Interface OCU-DP card per month(2.4-64kbps) - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS1 Channelization Interface OCU-DP card per month(2.4-64kbps) - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
4-wire 64 kbps Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	$204.34	NA	$109.12	NA	$219.46	$238.58	NA	$278.93	NA
Zone 2	TBD	$219.33	NA	$113.21	NA	$239.20	$246.91	NA	$296.34	NA
Zone 3	TBD	$251.00	NA	$131.21	NA	$288.44	$261.48	NA	$313.10	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Zone 4	TBD	NA	NA	NA	NA	NA	$276.99	NA	NA	NA
4-wire 64 kbps Loop, per month, statewide	UDL64	NA	$48.33	NA	NA	NA	NA	$32.67	NA	$42.23
4-wire 64 kbps Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$26.44	NA	$27.50	$25.61	NA	$34.26	NA
4-wire 64 kbps Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$30.53	NA	$47.24	$33.94	NA	$51.67	NA
4-wire 64 kbps Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$48.53	NA	$96.48	$48.51	NA	$68.43	NA
4-wire 64 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.5753	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	U1TF1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
DS1 Channelization System per system per month	MQ1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface - OCU-DP per month	1D1DD	$2.61	$3.13	NA	$2.94	$3.12	$2.86	$2.88	$3.36	$2.46
Per additional circuit in same DS1, Recurring - Zone 1	TBD	$29.97	NA	$28.42	NA	$30.40	$28.48	NA	$37.46	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	$47.04	NA	$32.41	NA	$50.14	$36.81	NA	$54.87	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	$73.31	NA	$49.94	NA	$99.38	$51.38	NA	$71.63	NA
Per additional circuit in same DS1, Recurring - Zone 4		NA	NA	NA	NA	NA	$66.89	NA	NA	NA
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC - 4-wire 64 kbps Loop - 1st	SOMAC	NA	$709.72	$401.71	NA	$483.59	NA	$489.04	NA	$698.42
NRC - 4-wire 64 kbps Loop - Add'l	SOMAC	NA	$483.45	$283.84	NA	$315.57	NA	$337.51	NA	NA
NRC - DS1- Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$217.17	NA	$195.68
NRC - DS1- Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$163.75	NA	$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	$238.43	$331.77	NA	$297.96	NA	$338.55	NA	$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	$145.55	$202.63	NA	$181.39	NA	$200.06	NA	$135.80
NRC - DS1 Channelization Sys. Interface OCU-DP card per month(2.4-64kbps) - 1	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS1 Channelization Sys. Interface OCU-DP card per month(2.4-64kbps) - A	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
2-wire VG Local Channel/DS1 Interoffice Channel - Dedicated Transport EEL										
2-wire VG Local Channel per month	ULDV2	$14.61	$18.02	$16.28	$22.26	$14.94	$17.83	$14.82	$16.83	$19.02
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.5753	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	U1TF1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
DS1 Channelization System per system per month	MQ1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface -VG per month	1D1VG	$1.26	$1.78	$2.20	$1.40	$1.62	$1.45	$1.64	$1.93	$1.25
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC - 2-wire VG - Local Channel - 1st	SOMAC	NA	$477.33	$401.69	NA	$430.71	NA	$553.80	NA	$287.79
NRC - 2-wire VG - Local Channel - Add'l	SOMAC	NA	$124.32	$70.82	NA	$74.41	NA	$86.69	NA	$39.50
NRC - DS1 - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$217.17	NA	$195.68
NRC - DS1 - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$163.75	NA	$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	$235.06	$240.96	NA	$220.07	NA	$301.74	NA	$222.87

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS1 Channelization System - Add'l	SOMAC	NA	$142.56	$148.03	NA	$135.20	NA	$182.57	NA	$135.80
NRC - DS1 Channelization VG Interface - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS1 Channelization VG Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
4-wire VG Local Channel/DS1 Interoffice Channel - Dedicated Transport EEL										
4-wire VG Local Channel per month	ULDV4	$15.77	$19.01	$17.18	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.5753	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	U1TF1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
DS1 Channelization System per system per month	MQ1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface -VG per month	1D1VG	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC - 4-wire Local Channel - VG - 1st	SOMAC	NA	$77.33	$387.38	NA	$433.31	NA	$562.23	NA	$287.94
NRC - 4-wire Local Channel - VG - Add'l	SOMAC	NA	$124.32	$72.47	NA	$88.07	NA	$92.67	NA	$54.18
NRC - DS1 - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$217.17	NA	$195.68
NRC - DS1 - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$163.75	NA	$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	$235.06	$240.96	NA	$220.07	NA	$301.74	NA	$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	$142.56	$148.03	NA	$135.20	NA	$182.57	NA	$135.80
NRC - DS1 Channelization System Interface VG - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS1 Channelization System Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
DS1 Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
Zone 1	TBD	NA	NA	$115.79	NA	$149.72	$125.39	NA	$154.59	NA
Zone 2	TBD	NA	NA	$123.90	NA	$190.13	$141.98	NA	$184.88	NA
Zone 3	TBD	NA	NA	$159.57	NA	$290.97	$170.98	NA	$214.04	NA
Zone 4	TBD	NA	NA	NA	NA	NA	$201.87	NA	NA	NA
DS1 Loop, per month, statewide	USLXX	$64.65	$80.00	NA	$67.96	NA	NA	$62.78	NA	TBD
DS1 Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$52.40	NA	$56.32	$50.99	NA	$59.61	NA
DS1 Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$60.51	NA	$96.73	$67.58	NA	$89.90	NA
DS1 Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$96.18	NA	$197.57	$96.58	NA	$119.06	NA
DS1 Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	$127.47	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.5753	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	U1TF1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
Per additional circuit in same DS3 - Zone 1	TBD	NA	NA	$63.07	NA	NA	NA	NA	NA	NA
Per additional circuit in same DS3 - Zone 2	TBD	NA	NA	$61.18	NA	NA	NA	NA	NA	NA
Per additional circuit in same DS3 - Zone 3	TBD	NA	NA	$96.85	NA	NA	NA	NA	NA	NA
Per additional circuit in same DS3 - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC - DS1 Loop - 1st	SOMAC	NA	NA	$448.92	NA	NA	NA	$714.84	NA	NA
NRC - DS1 Loop - Add'l	SOMAC	NA	NA	$276.60	NA	NA	NA	$421.47	NA	NA
NRC - DS1 Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$217.17	NA	$195.68
NRC - DS1Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$163.75	NA	$156.47
DS1 Loop/DS3 Interoffice Channel - Dedicated Transport EEL										
Zone 1	TBD	NA	NA	$973.58	NA	NA	NA	NA	NA	NA
Zone 2	TBD	NA	NA	$981.69	NA	NA	NA	NA	NA	NA
Zone 3	TBD	NA	NA	$1,017.36	NA	NA	NA	NA	NA	NA
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Loop, per month, statewide	USLXX	$64.65	$80.00	NA	$67.96	$72.86	$69.59	$62.78	$72.55	TBD
DS1 Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$52.40	NA	NA	NA	NA	NA	NA
DS1 Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$60.51	NA	NA	NA	NA	NA	NA
DS1 Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$96.18	NA	NA	NA	NA	NA	NA
DS1 Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS3 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$11.93	$10.25	$6.46	$12.06	$16.15	$13.48	$12.98	$19.14	$6.88
DS3 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mont	U1TF3	736.6	994.83	$717.60	$1,112.02	$1,131.09	$686.84	$720.38	$904.49	$840.61
DS3 Channelization System per system per month	MQ3	$210.87	$213.22	$202.91	$236.32	$245.84	$229.30	$226.81	$204.07	$225.59
DS3 Channelization Interface -DS1 per month	1PQE1	$4.53	$6.31	$0.67	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC - DS1 Loop - 1st	SOMAC	NA	NA	$53.46	NA	NA	NA	$714.84	NA	NA
NRC - DS1 Loop - Add'l	SOMAC	NA	NA	$319.54	NA	NA	NA	$421.47	NA	NA
NRC - DS3 - Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$879.42	$959.44	NA	$882.49	NA	$794.94	NA	$905.50
NRC - DS3 - Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$542.41	$623.26	NA	$573.28	NA	$579.55	NA	$565.26
NRC - DS3 Channelization System - 1st	SOMAC	NA	$408.24	$453.17	NA	$413.85	NA	$428.07	NA	$423.18
NRC - DS3 Channelization System - Add'l	SOMAC	NA	$301.27	$320.09	NA	$292.33	NA	$298.37	NA	$298.48
NRC - DS3 Channelization System DS1 Interface - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS3 Channelization System DS1 Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
DS-1 Local Channel/ DS-3 Interoffice Channel - Dedicated Transport EEL										
DS1 Local Channel per month	TMECS	$35.52	$44.35	$38.57	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
DS3 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$11.93	$10.25	$6.46	$12.06	$16.15	$13.48	$12.98	$19.14	$6.88
DS3 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mont	U1TF3	$736.60	$994.83	$717.60	$1,112.02	$1,131.09	$686.84	$720.38	$904.49	$840.61
DS3 Channelization System per system per month	MQ3	$210.87	$213.22	$202.91	$2.94	$3.12	$2.86	$2.88	$3.36	$2.46
DS3 Channelization Interface -DS1 per month	1PQE1	$4.53	$6.31	$0.67	$1.40	$1.62	$1.45	$1.64	$1.93	$1.25
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
NRC -DS1 Local Channel - 1st	SOMAC	NA	$246.50	$400.37	NA	$434.53	NA	$534.48	NA	$377.96
NRC -DS1 Local Channel - Add'l	SOMAC	NA	$230.49	$312.89	NA	$341.09	NA	$462.69	NA	$277.31
NRC- DS3 Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$884.71	977.44	NA	982.64	NA	$794.94	NA	980.45
NRC- DS3 Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$552.81	641.1	NA	644.52	NA	$579.55	NA	643.07
NRC - DS3 Channelization System - 1st	SOMAC	NA	$344.18	$386.41	NA	$352.89	NA	$476.24	NA	$362.09
NRC - DS3 Channelization System - Add'l	SOMAC	NA	$248.67	$264.84	NA	$241.87	NA	$321.89	NA	$248.17
NRC - DS3 Channelization System DS1 Interface - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS3 Channelization System DS1 Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
Notes:										
Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to McLeodUSA's interconnection agreement. The status of the rates shown by state is as follows:										
1 Where the state Commission has adopted rates for the rate elements containedherein, it is the intent of the Parties to reflect such rates in thisExhibit and to apply the same consistent with applicable FCC and Commissionrules and orders.										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of incremental OSS costs, per CLP, per month	TBD	NA	NA	NA	NA	NA	NA	$305.00	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.008
RC- OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	$0.0033	$0.004	$0.0062548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	$55.19	$54.95	$28.25	$55.68	$47.3000	$54.62	$54.61	$54.72	$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	$0.00004	$0.001	$0.0000434	$0.0000365	$0.0000300	$0.0000354	$0.00004	$0.0000357	$0.001
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message	TBD	$0.004	$0.004	$0.0136327	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
RC - ADUF, Message Distribution, per Magnetice Tape provisioned	TBD	$54.95	$54.95	$28.85	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message	TBD	$0.001	$0.001	$0.0000434	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing , Per Message	TBD	$0.004	$0.004	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT),	TBD	$0.0000364	$0.0000364	NA	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)			TBD							
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.0005	NA	$0.0004868	NA	$0.0005305	$0.0005321	$0.00050	$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00365	NA	$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00383	NA	$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	$7.13	NA	$6.57	$10.05	$6.29	$8.46	$7.05	$6.38	$30.00
NRC - Addl'l	N8R1X	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.96	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$23.82	$22.63	$67.50
NRC - Addl'l	N/A	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$2.73	$2.73	$1.50
NRC - Disconnect Charge - 1st	N/A	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$23.82	$22.63	$67.50
NRC - Addl'l	N8FTX	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$2.73	$2.73	$1.50
NRC - Disconnect Charge - 1st	N8FTX	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	$5.69	NA	$4.46	$6.97	$4.27	$5.63	$5.63	$5.64	$3.00
NRC - Addl'l	N8FCX	$2.85	NA	$2.23	$3.49	$2.14	$2.81	$2.82	$2.82	$1.50

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	$6.66	NA	$5.22	$8.16	$5.00	$6.59	$6.59	$6.60	$3.50
NRC - Addl'l	N8FMX	$3.81	NA	$2.99	$4.67	$2.86	$3.77	$3.77	$3.78	$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	$8.10	NA	$7.33	$11.24	$7.01	$9.42	$8.01	$7.34	$48.50
NRC - Addl'l	N8FAX	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.96	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	$5.69	NA	$4.72	$6.97	$4.27	$5.63	$5.63	$5.64	$3.00
NRC - Add'l	N8FDX	NA	NA	$4.46	$6.97	$4.27	$5.63	NA	$5.64	$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	$0.00004	$0.0003	$0.0000338	$0.00006	$0.0000418	$0.0000446	$0.0003	$0.0000442	$0.0003
LIDB Validation per query	OQU	$0.041003	$0.041003	$0.0105974	$0.00938	$0.0103774	$0.0142132	$0.013400	$0.0141003	$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	$64.36	NA	$50.30	$107.60	$48.17	$63.63	$91.00	$61.62	NA
NRC - Incremental Charge - Electronic Service Order	TBD	NA	NA	NA	NA	NA	NA	$62.26	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	$155.00
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	Not available
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Termination, per STP port per month		$148.72	$113.00	$133.99	$174.08	$161.99	$161.12	$132.88	$156.33	$355.00
CCS7 Signaling Usage, per ISUP message		$0.00004	$0.00001	$0.0000354	$0.000037893	$0.0000430	$0.0000456	$0.00004	$0.0000452	$0.000023
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage, per TCAP message		$0.0001	$0.00004	$0.0000870	$0.000102042	$0.0001052	$0.0001115	$0.00009	$0.0001108	$0.00005
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		$376.12	$64.00	$340.67	$329.98	$406.71	$406.53	$338.98	$396.55	$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected										
NRC		$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.21	$1.00	$0.9680296	$1.6016	$0.91	$1.19	$1.20	$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.25	$1.00	$1.02	$1.6249	$0.96	$1.24	$1.24	$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.11	$0.10	$0.0776409	$0.0856	$0.10	$0.1072884	$0.11	$0.1115808	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.13	$0.10	$0.0976984	$0.1071	$0.12	$0.1253666	$0.12	$0.1293459	$0.15
Professional recording of name (OCP alone)	USOD1	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DRAM or front-end loading, per TOPS switch	USOD2	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS	USOD2	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	$1.15	$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	$1.15	$1.15	NA
Verification, per call	VIL	NA	$0.80	NA	$1.00	NA	NA	$0.54	NA	$0.90
Verification and Emergency Interrupt, per call	N/A	NA	$1.00	NA	$1.111	NA	NA	$0.65	NA	$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10	$0.062	$0.10	$0.10
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	$0.08	NA
Number Services Intercept per query	N/A	$0.0235	$0.01	$0.0097497	$0.0086	$0.02	$0.0188268	$0.0110	$0.0124036	$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call		$0.275	$0.275	$0.275	$0.275	$0.275	$0.275	$0.260000	$0.275	$0.275
Professional recording of name (DA alone)		$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Professional recording of name (DA and OCP alone)		$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
DRAM or front-end loading, per TOPS switch		$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS		$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf		$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	$35.52	$43.64	$38.36	$36.32	$43.83	$38.91	$35.68	$37.20	$133.81
NRC - 1st	N/A	$503.57	$242.45	$356.15	$637.46	$339.69	$494.83	$534.48	$534.81	$868.97
NRC - Add'l	N/A	$442.84	$226.44	$312.89	$546.94	$298.29	$435.28	$462.69	$462.81	$486.83
NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$33.02	$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$23.32	$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	$61.99	NA	$44.22	NA	$42.34	$59.58	$86.15	$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC -addl	TBD	NA	NA	NA	NA	NA	NA	$1.77	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	$29.27	NA	NA	NA	$19.48	$27.41	NA	$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.6923	$0.6013	$0.4523	$0.45	$0.78	$0.6598	$0.5753	$0.7598	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per m	N/A	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.29	$94.98	$90.00
NRC - 1st	N/A	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	$217.17	$216.27	$100.49
NRC - Add'l	N/A	$148.18	$44.18	$111.75	$231.18	$106.69	$147.31	$163.75	$162.70	$100.49
NRC - Disconnect Charge - 1st	N/A	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	$0.0003	$0.0003	$0.0002906	$0.000175	$0.0003274	$0.0002997	$0.00020	$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	$0.00003	$0.00001	$0.0000186	$0.000004	$0.0000175	$0.0000202	$0.00003	$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	$0.0023	$0.00055	$0.0019152	$0.000783	$0.0025257	$0.0023713	$0.0021	$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	$0.00269	NA	$0.00269	NA	NA	NA	$0.00	$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	$260.69	$206.06	$204.23	$501.98	$195.54	$257.73	NA	$407.81	NA
NRC - Add'l	N/A	$5.95	$4.71	$4.42	$13.32	$4.23	$5.85	NA	$11.00	NA
NRC - Disconnect Charge - 1st	N/A	$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$5.95	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$44.22	NA	$130.05	$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	$4.23	$5.85	NA	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$407.53	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	$10.98	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	$0.0446	$0.001	$0.0445	$0.0193	$0.0443	$0.0447	$0.04460	$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	$128.55	$100.00	$95.50	$120.76	$90.54	$126.17	$126.26	$127.23	NA
Direct Access to Directory Assistance Service (DADAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	$7,055.00	$5,000.00	$5,254.00	$7,235.01	$4,982.00	$6,926.00	$6,930.00	$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0472685	$0.01	$0.0469016	$0.0052	$0.0460	$0.0461336	$0.0456	$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	$1,118.00	$820.00	$788.24	$1,186.94	$786.82	$1,097.00	$1,164.00	$1,173.00	NA
NRC - Disconnect	DBSDE	$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	$57.23	$80.52	NA	NA	NA
AIN (Note 4)										TBD
AIN, per message	CAM	NA	$0.00004	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	$197.49	NA	$90.25	NA	$153.31	$174.03	$294.77	$296.16	NA
NRC - Disconnect	CAMSE	$114.22	NA	NA	NA	$78.06	$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	$64.05	NA	$29.66	NA	$50.07	$53.47	$86.94	$87.29	NA
NRC - Disconnect	CAMDP	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	$64.05	NA	$29.66	NA	$50.07	$53.47	$86.94	$87.29	NA
NRC - Disconnect	CAM1P	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	$141.84	NA	$84.43	NA	$104.95	$129.83	$200.83	$202.08	NA
NRC - Disconnect	CAMAU	$70.05	NA	NA	NA	$48.95	$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	$142.13	NA	$35.44	NA	$125.33	$131.54	$172.05	$172.26	NA
NRC - Disconnect	CAMRC	$35.26	NA	NA	NA	$24.40	$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	$0.0026	NA	$0.0023	NA	$0.0029	$0.0029	$0.0023	$0.0028	NA
Session per minute	N/A	$0.0892	NA	$0.0795604	NA	$0.10	$0.0975650	$0.0791	$0.0942966	NA
C0. Performed Session, per minute					NA	$1.97	$2.09	$2.08	$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	$192.69	NA	$86.74	NA	$153.25	$169.31	$290.05	$291.41	NA
NRC - Disconnect	BAPSC	$114.22	NA	NA	NA	$78.05	$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	$8,363.00	NA	$8,348.00	NA	$8,315.00	$8,379.00	$8,363.00	$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	$49.64	NA	$19.13	NA	$41.08	$39.30	$72.76	$73.02	NA
NRC - Disconnect	BAPTT	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	$49.64	NA	$114.80	NA	$41.08	$39.30	$72.76	$73.02	NA
NRC - Disconnect	BAPTD	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC	BAPTM	$49.64	NA	$19.13	NA	$41.08	$39.30	$72.76	$73.02	NA
NRC - Disconnect	BAPTM	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	NA
NRC - Disconnect	BAPTO	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	NA
NRC - Disconnect	BAPTC	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	NA
NRC - Disconnect	BAPTF	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Query Charge, per query		$0.024	NA	$0.0209223	NA	$0.03	$0.0256138	$0.02	$0.0250662	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.006	NA	$0.0053137	NA	$0.0065	$0.0065161	$0.005	$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.63	NA	$1.46	NA	$1.79	$1.79	$1.45	$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$16.00	NA	$15.96	NA	$15.89	$16.01	$15.98	$15.93	NA
NRC	BAPMS	$44.56	NA	$22.64	NA	$34.61	$44.02	$71.80	$72.15	NA
NRC - Disconnect	BAPMS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.10	NA	$0.0861109	NA	$0.08	$0.0810536	$0.08	$0.0872769	NA
NRC	BAPLS	$47.74	NA	$22.64	NA	$37.77	$47.21	$47.20	$47.35	NA
NRC - Disconnect	BAPLS	$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.90	NA	$15.87	NA	$15.81	$15.93	$15.90	$15.84	NA
NRC	BAPDS	$44.56	NA	$22.64	NA	$34.61	$44.02	$71.80	$72.15	NA
NRC - Disconnect	BAPDS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.003	NA	$0.0028704	NA	$0.0026	$0.0027018	$0.003	$0.0029092	NA
NRC	BAPES	$47.74	NA	$22.64	NA	$37.77	$47.21	$47.20	$47.35	NA
NRC - Disconnect	BAPES	$15.90	NA	NA	NA	$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
NRC, applicable when McLeodUSA uses the Character Based User Interface	N/A	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING (Note 5)										
Per Line or PBX Trunk, each		NA	NA	NA	$10.00 (Interim	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch						NA	NA	NA	NA	NA
NRC	USRCR	$230.60	$229.65	$180.62	$229.65	$229.65	$227.99	$229.65	$226.22	$229.65
NRC - Incremental Charge - Manual Service Order		$25.93	NA	$18.94	NA	NA	$253.51	NA	$27.84	NA
VIRTUAL COLLOCATION										
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	$3,622.00	NA	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	$2,305.00	NA	NA
RC - Virtual Collocation - Floor space per square feet	TBD	NA	NA	NA	NA	NA	NA	$3.45	NA	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	$6.65	NA	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	$18.66	NA	NA
2-wire Cross-Connect										
RC	UEAC2	$0.28	$0.524	$0.30	$0.31	$0.26	$0.3996	$0.09	$0.3648	$0.30
NRC - 1st	UEAC2	$30.76	$11.57	$12.60	$54.21	$23.04	$30.93	$41.78	$41.50	$19.20
NRC - Add'l	UEAC2	$29.40	$11.57	$12.60	$51.07	$22.11	$29.59	$39.23	$38.94	$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$4.75	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	$12.75	NA	NA	NA	$9.48	$12.76	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect - Add'l	UEAC2	$11.38	NA	NA	NA	$8.54	$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	$0.56	$0.524	$0.50	$0.62	$0.52	$0.7992	$0.18	$0.7297	$0.50
NRC - 1st	UEAC4	$66.71	$11.57	$12.60	$54.23	$23.23	$31.17	$41.91	$41.56	$19.20
NRC - Add'l	UEAC4	$50.43	$11.57	$12.60	$50.96	$22.24	$29.77	$39.25	$38.90	$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$4.73	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	$12.82	NA	NA	NA	$9.53	$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	$11.39	NA	NA	NA	$8.55	$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	$12.10	NA	$15.64	$15.64	$19.13	$15.64	$15.99	$15.06	$15.64
NRC - 1st	CNC2F	$55.46	NA	$41.56	$41.56	$41.07	$41.56	$67.34	$69.28	$41.56
NRC - Add'l	CNC2F	$39.18	NA	$29.82	$29.82	$29.63	$29.82	$48.55	$48.89	$29.82
NRC - Disconnect - 1st	CNC2F	$16.83	NA	NA	NA	$12.84	$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	$13.27	NA	NA	NA	$10.29	$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	$21.75	NA	$28.11	$28.11	$34.38	$28.11	$28.74	$27.08	$28.11
NRC - 1st	CNC4F	$66.71	NA	$50.53	$50.53	$49.81	$50.53	$82.35	$84.07	$50.53
NRC - Add'l	CNC4F	$50.43	NA	$38.78	$38.78	$38.37	$38.78	$63.56	$63.68	$38.78
NRC - Disconnect - 1st	CNC4F	$21.86	NA	NA	NA	$16.75	$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	$18.31	NA	NA	NA	$14.20	$14.35	NA	NA	NA
DS1 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	$0.97	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	$71.02	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	$51.08	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	$4.70	NA	NA
DS3 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	$12.33	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	$69.84	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	$49.43	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	$4.70	NA	NA

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

1	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)
2	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.
3	This charge is only applicable where signaling usage measurement or billing capability does not exist.
4	Prices for AIN to be determined upon development of mediation device. (TN)
5	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)
	Where the state Commission has adopted rates for the rate elements containedherein, it is the intent of the Parties to reflect such rates in thisExhibit and to apply the same consistent with applicable FCC and Commissionrules and orders.

Attachment 3

Local Interconnection

TABLE OF CONTENTS

1. NETWORK INTERCONNECTION 3

2. INTERCONNECTION TRUNKING AND ROUTING 8

3. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION 10

4. PARITY IN ORDERING AND PROVISIONING 12

5. LOCAL DIALING PARITY 12

6. INTERCONNECTION COMPENSATION 13

7. FRAME RELAY SERVICE 20

8. OPERATIONAL SUPPORT SYSTEMS (OSS) RATES 23

Network Interconnection

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. NETWORK INTERCONNECTION

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 12.

1.2 McLeodUSA must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of traffic originated by McLeodUSA. Each party hereto is free to define its own local calling area, subject to state commission approval where required. If McLeodUSA chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple Access Tandems, McLeodUSA must establish trunks from the Point of Interconnection to the remaining Access Tandems where McLeodUSA's NXXs are homed. It is McLeodUSA's responsibility to enter its own NPA/NXX access homing arrangements into the LERG. In order for McLeodUSA to home its NPA/NXXs on a BellSouth tandem, McLeodUSA's NPA/NXX must be assigned within the Exchange Rate Center areas served by that BellSouth Tandem as specified by BellSouth. Any new Rate Centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Local Exchange Routing Guide ("LERG"). The specified association between BellSouth tandems and Exchange Rate Center areas will be defined in the LERG. A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and McLeodUSA 's End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is McLeodUSA's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and McLeodUSA's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and McLeodUSA can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. McLeodUSA's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem shall not be used to interconnect for the exchange of Switched Access Traffic.

1.6 McLeodUSA, at its option, shall establish Points of Presence and Points of Interface for the delivery of traffic originated by McLeodUSA to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.7 BellSouth shall designate the Points of Presence and Points of Interface for the delivery of traffic originated by BellSouth to McLeodUSA for call transport and termination by McLeodUSA.

1.7.1 The Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges associated with trunks and facilities for the exchange of traffic other than Transit Traffic. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities transporting Transit Traffic.

1.8 Interconnection via Purchase of Facilities

1.8.1 Either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services services as filed and effective with the appropriate Commission.

1.8.2 For the purposes of this Attachment, Local Channel is defined as a switched transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.3 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.4 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of McLeodUSA-originated local and intraLATA toll traffic, that is transported by BellSouth, by establishing a Point of Interconnection at all BellSouth access tandems where McLeodUSA NXXs are "homed". If McLeodUSA does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, McLeodUSA can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where McLeodUSA does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on McLeodUSA's NXX Access Tandem homing arrangement as specified by McLeodUSA in the national Local Exchange Routing Guide (LERG).

1.9.2 For McLeodUSA-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

1.9.3 With MTA, for the delivery of McLeodUSA's local and ISP-bound traffic, McLeodUSA will be assessed charges as specified in Exhibit A to this Attachment for the additional transport and tandem switching required as a result of MTA on an elemental basis in addition to the reciprocal compensation rate to which the Parties have agreed in Section 6.1.2. The Parties agree that compensation for the BellSouth transport and/or termination of McLeodUSA's Local Traffic and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for Local Traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

1.9.4 To the extent McLeodUSA does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, McLeodUSA must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent McLeodUSA does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent McLeodUSA routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, McLeodUSA agrees to pay BellSouth the associated transport and termination charges.

1.9.5 Nothing in this Section 1.9 affects the obligation of BellSouth to deliver BellSouth-originated local, ISP-bound, and intraLATA toll traffic to the Points of Interface established pursuant to Section 1 of this Attachment.

1.10 **Local Tandem Interconnection**. This interconnection arrangement allows McLeodUSA to establish a Point of Interconnection at BellSouth local tandems for : (1) the delivery of McLeodUSA -originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

1.10.1 If McLeodUSA opts for local tandem interconnection when a specified local calling area is served by more than one BellSouth local tandem, McLeodUSA must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, McLeodUSA may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. McLeodUSA may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth

local tandems in the same local calling area where McLeodUSA does not choose to establish a Point of Interconnection. It is McLeodUSA's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to McLeodUSA's codes. Likewise, McLeodUSA shall obtain its routing information from the LERG.

1.10.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, McLeodUSA must also establish Points of Interconnection to BellSouth access tandems within the LATA on which McLeodUSA has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

1.10.3 BellSouth's provisioning of local tandem interconnection assumes that McLeodUSA has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 Fiber Meet

1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

1.11.2 If McLeodUSA elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, McLeodUSA and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect networks and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. However, McLeodUSA's SONET transmission must be compatible with BellSouth's equipment in the serving wire center and the Data Communications Channel (DCC) must be turned off.

1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.11.4 McLeodUSA shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the McLeodUSA Interconnection Wire Center (""McLeodUSA Wire Center").

1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable McLeodUSA to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to McLeodUSA, Point of Interface to BellSouth).

1.11.6 McLeodUSA shall deliver and maintain such strands wholly at its own expense. Upon verbal request by McLeodUSA, BellSouth shall allow McLeodUSA access to the Fiber Meet entry point for maintenance purposes as promptly as possible and in a reasonable and nondiscriminatory manner.

1.11.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.11.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (*i.e.***,** the providing Party's Interstate or Intrastate Access Services Tariff as filed and in effect with the FCC or appropriate Commission).

2. INTERCONNECTION TRUNKING AND ROUTING

2.1 BellSouth and McLeodUSA shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with applicable, reasonable and nondiscriminatory requirements of *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

2.2 Any McLeodUSA interconnection request that deviates from the reasonable and nondiscriminatory standard trunking configurations as described in the *BellSouth*

Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide that affects traffic delivered to McLeodUSA from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require McLeodUSA to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and McLeodUSA not addressed in Exhibit A shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and in effect with the FCC or appropriate state Commission. For two-way trunking that carries the Parties' local and intraLATA toll traffic only, excluding trunking that carries Transit Traffic, the Parties shall be compensated for the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by each Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. The Parties shall be compensated for nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

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

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a McLeodUSA switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a McLeodUSA switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between McLeodUSA's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.5 Switched Access traffic will be delivered to and by IXCs based on McLeodUSA's NXX Access Tandem homing arrangement as specified by McLeodUSA in the national Local Exchange Routing Guide (LERG).

2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

2.7 Subject to Section 2.8 below, the standard interval used for the provision of local interconnection trunk groups shall in no event be longer than forty-five (45) working days from the receipt of an error-free ASR for the establishment of new local interconnection trunk groups comprised of 96 or fewer new trunks, or ten (10) working days from the receipt of an error-free ASR for orders of 96 or fewer trunks for additions to existing local interconnection trunk groups.

2.8 For orders that comprise a major project, the implementation and intervals shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and McLeodUSA work groups, including but not limited to the initial establishment of interconnection or transit trunk groups in a service area, NXX code moves, re-homes, facility grooming or network rearrangements. Major projects also include orders for more than 96 new or additional trunks.

3. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical

specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively and in good faith to exchange applicable information and to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent trunk blocking and network congestion.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

3.6 Forecasting Requirements.

3.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to McLeodUSA, McLeodUSA must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If McLeodUSA refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

3.6.5 Signaling Call Information. BellSouth and McLeodUSA will send and receive 10 digits for local traffic. Additionally, BellSouth and McLeodUSA will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4. PARITY IN ORDERING AND PROVISIONING

Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning services the Parties provide themselves. "Equal in Quality" shall have the meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3). Reasonable and nondiscriminatory procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide*.

5. LOCAL DIALING PARITY

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection

arrangements, McLeodUSA local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. INTERCONNECTION COMPENSATION

6.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.

6.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

Effective Date – 12/31/01	$.00175 per MOU
1/1/02 – 12/31/02	$.00150 per MOU

The Parties recognize and agree that they negotiated these annual rates together as a complete rate structure to apply over the entire term of this Agreement and that the parties would not have mutually agreed to accept a single annual rate in any single year. Nothing in this Paragraph shall limit McLeodUSA's rights pursuant to Paragraph 6.1.3.3.

6.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party (hereinafter referred to as "ISP-bound traffic"). However, without prejudice to either Party's position concerning the application of reciprocal compensation to ISP-bound traffic, the Parties agree for purposes of this Agreement only to compensate each other for ISP-bound traffic at the same per minute of use rates set forth in Paragraph 6.1.2. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to the Effective Date of the Agreement, which is hereby given; and (2) subject to the terms and conditions in section 6.1.4.

6.1.3.1 The Parties recognize and agree that the FCC will issue subsequent decisions on ISP-bound traffic ("Subsequent Decisions"). The Parties expressly agree that upon the effective date of a Subsequent Decision, this Agreement is deemed modified, without further action of the Parties, to be consistent with the provisions of the Subsequent Decision. The Parties further agree that there will be no true-up of amounts paid prior to the effective date of the Subsequent Decision. Instead, the Subsequent Decision

will only have prospective application from its effective date.

6.1.3.2 Nothing herein shall preclude McLeodUSA from exercising its rights under this Agreement or Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions with respect to the payment of reciprocal compensation from any other approved interconnection agreement executed by BellSouth under which BellSouth is paying reciprocal compensation for ISP-bound traffic other than on an interim basis. The Parties recognize and agree that this provision is intended to ensure that McLeodUSA is treated in the same manner with respect to the payment of reciprocal compensation for ISP-bound traffic as the competing local exchange carrier from whose interconnection agreement McLeodUSA seeks to elect rates, terms, and conditions. Accordingly, McLeodUSA agrees that it will not seek to elect reciprocal compensation rates, terms, or conditions from another interconnection agreement unless those rates, terms, and conditions apply to ISP-bound traffic (other than on an interim basis), either by the express terms of that agreement, by voluntary action by BellSouth, or pursuant to an effective state commission or court order.

6.1.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in section 6.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 6.1.3 are intended to allow each Party to recover costs associated with such traffic. Accordingly, the Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed by an end user customer, or placed on behalf of an end user customer, to establish or maintain a network connection if: (1) such call is not recognized by industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end user customer does not control the dialed number destination and content of that call; and (3) the primary purpose of that call is to generate the payment of reciprocal compensation as a result of establishing or maintaining the network connection.

6.2 Neither Party shall represent switched access traffic as Local Traffic for purposes of payment of reciprocal compensation.

6.3 Unidentifiable traffic. McLeodUSA shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic. McLeodUSA end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to McLeodUSA for termination on the McLeodUSA 's network, if BellSouth cannot determine, because of the manner in which McLeodUSA has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if McLeodUSA can

provide sufficient information for BellSouth to determine whether said traffic is local or toll.

6.4 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding transit traffic. By the first of January, April, July and October of each year, BellSouth and McLeodUSA shall provide a positive report updating the PLU. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

6.5 Percentage Interstate Usage. For combined interstate and intrastate McLeodUSA traffic terminated by BellSouth over the same facilities, McLeodUSA will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to McLeodUSA. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

6.6 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and McLeodUSA shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.7 **Rate True-up**

This section applies only to Tennessee.

6.7.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

6.7.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission which order meets the criteria of Section 6.7.4 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

6.7.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

6.7.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,(c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

6.8 Compensation for IntraLATA Toll Traffic

6.8.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any traffic that originates and terminates within a single LATA, excluding Local Traffic or EAS.

6.8.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or state Commission. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate state Commission.

6.8.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the providing Party's tariff as filed and in effect with the FCC or appropriate state Commission.

6.8.4 Records for 800 Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMI format for a fee of $0.013 per record.

6.8.5 800 Access Screening. Should McLeodUSA require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. McLeodUSA shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. McLeodUSA will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.9 Mutual Provision of Switched Access Service

6.9.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as local.

6.9.2 When BellSouth and McLeodUSA provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own

access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic including traffic terminated to ported numbers via INP and non-geographic NPAs. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary by mutual agreement of the Parties.

6.9.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

6.9.4 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.9.5 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and shall make best efforts to do so within 48 hours. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; and further provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available. If the estimated billing is not accepted for payment by the affected Access Services Customer(s), the responsible Party shall be liable to the other Party for any resulting lost revenue. Lost revenue is revenue that could not be billed to Access Service customers. Lost revenue will be calculated by subtracting the amount actually paid by the affected Access Services Customer(s) from the estimated billing derived pursuant to the process set forth in this section.

6.9.6 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.9.7 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.

6.9.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.10 **Transit Traffic Service**. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one carrier's network that is switched and transported by a second carrier's network and terminates on a third carrier's network. Rates for local transit traffic shall be the applicable call transport and termination charges for Local Traffic, as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination rates as set forth in the providing Party's Intrastate or Interstate switched access tariff as filed and in effect with the FCC or appropriate state Commission. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until either Party and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.10.1 The delivery of traffic originated by McLeodUSA which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. McLeodUSA is responsible for establishing the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function. Further, McLeodUSA agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of McLeodUSA for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.10.2 Except for as provided in 6.10.3, transit charges shall only be assessed on the originating carrier and shall not be assessed on the terminating carrier.

6.10.3 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

7. FRAME RELAY SERVICE

7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and McLeodUSA's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which McLeodUSA is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between McLeodUSA and BellSouth Frame Relay Switches in the same LATA.

7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually-agreed upon Frame Relay Service point(s) of interconnection ("POIs") within the LATA.

7.2.1 Upon the request of either Party, such interconnection will be established where BellSouth and McLeodUSA have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in the central office of a Party, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

7.2.2 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay Trunks between the respective Frame Relay switches and the POIs.

7.2.3 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use ("PLCU") factor PLCU, determined as follows:

(i) Frame Relay framed packet data is transported within Virtual Circuits ("VC"). For the purposes of calculating the PLCU, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

(ii) If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA.

(iii) The PLCU shall be determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility at the end of the reporting period. The Parties agree to renegotiate the method for determining PLCU, at either Parties' request, and within 90 days, if either Party notifies the other that it has found that this method does not adequately represent the PLCU.

(iv) If there are no VCs on a facility when it is billed, the PLCU will be zero.

7.3 BellSouth will provide the Frame Relay Trunk(s) between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and McLeodUSA will pay, the total non-recurring and recurring charges for the trunk facility. McLeodUSA will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the trunk facility by one-half of McLeodUSA's PLCU.

7.3.1 If McLeodUSA requests interconnection outside the serving area in which the POI is located, then McLeodUSA may, at its option, purchase facilities and transport between Frame Relay Network Serving areas, as defined in Section A40 of the General Subscriber Service Tariff, according to the rates, terms and conditions of the applicable tariff General Subscriber Service Tariff for that state.

7.4 Each Party will provide a Frame Relay network-to-network interface ("NNI") port to the other Party for each trunk facility provided pursuant to 7.2, above. Compensation for NNI ports shall be based upon the NNI rates set forth in the BellSouth F.C.C Tariff No. 1. Pursuant to that tariff, McLeodUSA may select a month-to-month or term rate structure for the NNI ports BellSouth provides to McLeodUSA. Whatever rate structure McLeodUSA selects shall be deemed to be the same rate structure that applies to the NNI port McLeodUSA provides to BellSouth. There shall be no termination liability to either party for the local portion of the NNI port as determined by the McLeodUSA PLCU at the time of termination.

7.5 Compensation for the NNI ports shall be calculated as follows:

7.5.1 For NNI ports provided by BellSouth to McLeodUSA, BellSouth will invoice, and McLeodUSA will pay, the total non-recurring and recurring charges for the NNI port. McLeodUSA will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by one-half of McLeodUSA's PLCU.

7.5.2 For NNI ports provided by McLeodUSA to BellSouth, McLeodUSA will invoice, and BellSouth will pay, the total non-recurring and recurring charges for the NNI port. BellSouth will then invoice, and McLeodUSA will pay, an amount determined as follows: McLeodUSA's combined interLATA and local usage will be calculated by subtracting one-half of McLeodUSA's PLCU factor from one hundred percent. The difference will then be multiplied by the total charges initially billed by McLeodUSA for the NNI port. BellSouth will then invoice, and McLeodUSA will pay, this amount to BellSouth.

7.6 A Permanent Virtual Circuit ("PVC") is a logical channel from a frame relay network interface (e.g., NNI or User Network Interface) to another frame relay network interface. A PVC is created when a Data Link Channel Identifier

("DLCI") is mapped together with another DLCI. Neither Party will charge the other Party any DLCI or Committed Information Rate ("CIR") charges for the PVC from its Frame Relay switch to its own subscriber's premises.

7.7 For the PVC between the McLeodUSA and BellSouth Frame Relay switches, compensation for the DLCI and CIR charges are based upon the rates in the BellSouth FCC Tariff No. 1. Compensation for PVC and CIR rate elements shall be calculated as follows:

7.7.1 For PVCs between the BellSouth Frame Relay switch and the McLeodUSA Frame Relay switch, BellSouth will invoice, and McLeodUSA will pay, the total non-recurring and recurring DLCI and CIR charges. If the VC is a Local VC, McLeodUSA will invoice and BellSouth will pay, 100% of the DLCI and CIR charges initially billed by BellSouth for that PVC. If the VC is not local, no compensation will be paid to McLeodUSA for the PVC.

7.7.2 Each Party will compensate the other Party for any applicable Feature Change or Transfer of Service Charges as set forth in BellSouth's Tariff F.C.C. No. 1. A.6.3. The Parties agree to limit the sum of the CIR for the VCs on a given NNI port to not more than two times the port speed.

7.8 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariffs.

7.9 Until such time as BellSouth obtains authority to provide in-region, interLATA service, McLeodUSA will identify and report its PLCU to BellSouth on a quarterly basis.

7.10 Either Party may request a review or audit of the various service components, including but not limited to a Party's determination of its PLCU, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

7.11 If during the term of this Agreement, BellSouth obtains authority to provide in-region, interLATA service, the Parties shall renegotiate the provisions of 7.3, 7.5, 7.7 and 7.9 to account for BellSouth's PLCU. In the event the parties are unable to reach agreement within one hundred eighty (180) days of the date BellSouth receives interLATA authority, the matter shall be resolved pursuant to the dispute resolution provisions set forth in the Interconnection Agreement.

8. OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

All Local Service Requests ("LSRs") or Access Service Requests ("ASRs") submitted for products and services under this Attachment will be subject to the OSS charges set forth in the General Terms and Conditions of this Agreement.

BELLSOUTH/MCLEODUSA RATES
LOCAL INTERCONNECTION

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)										
End Office Switching, per mou	N/A	$0.0018	NA	$0.0016333	$0.002562	NA	$0.0023771	$0.004	$0.0019295	$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	$0.002	NA	NA	$0.00209	NA	NA	NA	NA
Tandem Switching, per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	NA	$0.0007834	$0.0015	$0.0006843	$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	$0.00430	NA	NA	NA	NA
Tandem Local Interconnection, per mou (includes end office switching element)		NA	$0.00325	NA	NA	$0.00639	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
Local Intermediary, per mou (applies to transit only)		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and McLeodUSA shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.		BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates
Tandem Intermediary Charge, per mou*	N/A	$0.0015	NA	NA	$0.001096	NA	NA	NA	NA	NA
*(This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)										
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Interoffice Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	UEA	$0.03390	NA	$0.0222	NA	$0.0384	$0.0323	NA	$0.0373	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	UEA	$18.49	NA	$17.07	NA	$19.10	$21.33	NA	$21.42	NA
NRC - 1st	UEA	$107.11	NA	$79.61	NA	$76.20	$106.72	NA	$136.44	NA
NRC - Add'l	UEA	$48.27	NA	$36.08	NA	$34.54	$48.83	NA	$51.37	NA
NRC - Disconnect Charge - 1st	UEA	$37.16	NA	NA	NA	$28.03	$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEA	$5.88	NA	NA	NA	$5.37	$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UEA	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UEA	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UEA	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UEA	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
Interoffice Transport - Dedicated - DS0 - per mile per month	UDL	$0.0339	NA	$0.0222	NA	$0.0384	$0.0323	$3.95	$0.0373	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	UDL	$17.81	NA	$16.45	NA	$18.37	$20.64	$38.37	$20.71	$38.37
NRC - 1st	UDL	$107.11	NA	$79.61	NA	$76.20	$106.72	$24.01	$136.44	TBD
NRC - Add'l	UDL	$48.27	NA	$36.08	NA	$34.54	$48.83	$24.01	$51.37	TBD
NRC - Disconnect Charge - 1st	UDL	$37.16	NA	NA	NA	$28.03	$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL	$5.88	NA	NA	NA	$5.37	$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UDL	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UDL	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UDL	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UDL	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	USL	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$23.00	$0.7598	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	USL	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$90.00	$94.98	$90.00
NRC - 1st	USL	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	$100.49	$216.27	$100.49
NRC - Add'l	USL	$148.18	$44.18	$111.75	$231.23	$106.69	$147.31	$100.49	$162.70	$100.49
NRC - Disconnect Charge - 1st	USL	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	USL	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	USL	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	USL	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	USL	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	USL	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	UE3	NA	NA	NA	NA	NA	$15.02	$175.00	$40.00	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	UE3	NA	NA	NA	NA	NA	$744.38	$1,200.00	$600.00	NA
NRC - 1st	UE3	NA	NA	NA	NA	NA	$686.74	$67.19	$67.19	NA
NRC - Add'l	UE3	NA	NA	NA	NA	NA	$477.76	$67.19	$67.19	NA
NRC - Disconnect Charge - 1st	UE3	NA	NA	NA	NA	NA	$125.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	UE3	NA	NA	NA	NA	NA	$118.79	NA	NA	NA

BELLSOUTH/MCLEODUSA RATES
LOCAL INTERCONNECTION

			RATES BY STATE								
	NRC - Incremental Charge - Manual Service Order - 1st	UE3	NA	NA	NA	NA	NA	$64.97	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	UE3	NA	NA	NA	NA	NA	$64.97	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UE3	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UE3	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
Local Channel - Dedicated											
Local Channel - Dedicated - 2-Wire VG		N/A	$14.61	NA	$13.91	NA	$14.94	$17.83	NA	$16.83	NA
	NRC - 1st	N/A	$494.65	NA	$362.95	NA	$347.49	$487.62	NA	$554.00	NA
	NRC - Add'l	N/A	$84.44	NA	$62.40	NA	$59.75	$84.35	NA	$88.58	NA
	NRC - Disconnect Charge - 1st	N/A	$77.81	NA	NA	NA	$53.68	$77.69	NA	NA	NA
	NRC - Disconnect Charge - Add'l	N/A	$7.63	NA	NA	NA	$6.60	$8.95	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	N/A	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.75	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	N/A	$18.73	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG		N/A	$15.77	NA	$14.99	NA	$16.21	$19.03	NA	$18.05	NA
	NRC - 1st	N/A	$502.43	NA	$368.44	NA	$352.75	$495.25	NA	$562.46	NA
	NRC - Add'l	N/A	$86.68	NA	$64.05	NA	$61.33	$86.56	NA	$91.57	NA
	NRC - Disconnect Charge - 1st	N/A	$78.71	NA	NA	NA	$54.36	$78.58	NA	NA	NA
	NRC - Disconnect Charge - Add'l	N/A	$8.53	NA	NA	NA	$7.28	$9.84	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	N/A	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.75	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	N/A	$18.73	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - DS1		N/A	$35.52	$44.35	$38.36	NA	$43.80	$38.91	NA	$37.20	$133.81
	NRC - 1st	N/A	$503.57	$246.50	$356.15	NA	$348.56	$494.83	NA	$534.81	$868.97
	NRC - Add'l	N/A	$442.84	$230.49	$312.89	NA	$300.30	$435.28	NA	$462.81	$486.83
	NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$24.15	$46.85	NA	NA	NA
	NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$21.31	$33.02	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	N/A	$61.95	NA	$44.22	NA	$42.34	$59.58	NA	$87.99	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	NA	NA	$3.11	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$29.27	NA	NA	NA	$19.48	$27.41	NA	NA	NA
Local Channel - Dedicated – DS3		N/A	NA	NA	NA	NA	NA	$533.33	NA	NA	NA
	NRC - 1st	N/A	NA	NA	NA	NA	NA	$526.67	NA	NA	NA
	NRC - Add'l	N/A	NA	NA	NA	NA	NA	$493.71	NA	NA	NA
	NRC - Disconnect Charge - 1st	N/A	NA	NA	NA	NA	NA	$42.41	NA	NA	NA
	NRC - Disconnect Charge - Add'l	N/A	NA	NA	NA	NA	NA	$40.87	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	N/A	NA	NA	NA	NA	NA	$31.49	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	$31.49	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	N/A	NA	NA	NA	NA	NA	$25.35	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	N/A	NA	NA	NA	NA	NA	$25.35	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when McLeodUSA is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy. BellSouth shall offer to McLeodUSA collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows McLeodUSA to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by McLeodUSA and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.2.1 In all states other than Florida, the size specified by McLeodUSA may contemplate a request for space sufficient to accommodate McLeodUSA's growth within a two-year period.

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

1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. McLeodUSA will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. McLeodUSA shall use the Collocation Space for the purposes of installing, maintaining and operating McLeodUSA's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and

facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, McLeodUSA may, at its option, place McLeodUSA-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.5 Rates and Charges. McLeodUSA agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.6 Due Dates. In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit McLeodUSA to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify McLeodUSA of the amount of space that is available.

2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify McLeodUSA of the amount of space that is available.

2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify McLeodUSA of the amount of space that is available.

2.1.4 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount

of space requested is not available, BellSouth will notify McLeodUSA of the amount of space that is available.

2.2 Reporting. Upon request from McLeodUSA, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from McLeodUSA for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify McLeodUSA and inform McLeodUSA of the time frame under which it can respond.

2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify McLeodUSA and inform McLeodUSA of the time frame under which it can respond.

2.3 Denial of Application. After notifying McLeodUSA that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow McLeodUSA, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

2.3.1 Denial of Application. In Mississippi, after notifying McLeodUSA that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow McLeodUSA, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit McLeodUSA to inspect any floor plans or diagrams that BellSouth provides to the Commission.

2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. McLeodUSA must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that McLeodUSA wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If McLeodUSA does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove McLeodUSA from the waiting list. Upon request, BellSouth will advise McLeodUSA as to its position on the list.

2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to McLeodUSA that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

3.1 Cageless. BellSouth shall allow McLeodUSA to collocate McLeodUSA's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow McLeodUSA to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where McLeodUSA's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, McLeodUSA must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

3.2 Cages. BellSouth shall construct enclosures in compliance with McLeodUSA's collocation request. At McLeodUSA's request, BellSouth shall permit McLeodUSA to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.3 When McLeodUSA subcontracts the construction, McLeodUSA must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at McLeodUSA's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, McLeodUSA and McLeodUSA's BellSouth Certified Contractor must comply with the more stringent local building code requirements. McLeodUSA's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with McLeodUSA and provide, at McLeodUSA's expense, the documentation, including architectural drawings, necessary for McLeodUSA to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to McLeodUSA the costs of providing the documentation. The BellSouth Certified Contractor shall bill McLeodUSA directly for all work performed for McLeodUSA pursuant to this Attachment and

BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. McLeodUSA must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access McLeodUSA's locked enclosure prior to notifying McLeodUSA.

3.3.1 BellSouth may elect to review McLeodUSA's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. McLeodUSA shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews McLeodUSA's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review McLeodUSA's plans and specifications prior to construction, McLeodUSA will be entitled to request BellSouth to review; and in the event McLeodUSA does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require McLeodUSA to remove or correct within seven (7) calendar days at McLeodUSA's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.4 Shared (Subleased) Caged Collocation. McLeodUSA may allow other telecommunications carriers to share McLeodUSA's caged collocation arrangement pursuant to terms and conditions agreed to by McLeodUSA ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. McLeodUSA shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by McLeodUSA that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and McLeodUSA.

3.4.1 McLeodUSA, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, McLeodUSA shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the

assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.4.2 McLeodUSA shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of McLeodUSA's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by McLeodUSA and in conformance with BellSouth's design and construction specifications. Further, McLeodUSA shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.

3.5.1 Should McLeodUSA elect such option, McLeodUSA must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, McLeodUSA and McLeodUSA's BellSouth Certified Contractor must comply with the more stringent local building code requirements. McLeodUSA's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. McLeodUSA's BellSouth Certified Contractor shall bill McLeodUSA directly for all work performed for McLeodUSA pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. McLeodUSA must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access McLeodUSA's locked enclosure prior to notifying McLeodUSA.

3.5.2 McLeodUSA must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review McLeodUSA's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews McLeodUSA's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and

specifications. If BellSouth elects not to review McLeodUSA's plans and specifications prior to construction, McLeodUSA will be entitled to request BellSouth to review; and in the event McLeodUSA does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require McLeodUSA to remove or correct within seven (7) calendar days at McLeodUSA's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

3.5.3 McLeodUSA shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At McLeodUSA's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. McLeodUSA's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day McLeodUSA's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify McLeodUSA in writing that the Collocation Space is ready for occupancy. McLeodUSA must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, McLeodUSA's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 McLeodUSA may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, McLeodUSA at its expense shall remove its equipment and other property from the Collocation Space. McLeodUSA shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of McLeodUSA's Guests, unless

CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. McLeodUSA shall continue payment of monthly fees to BellSouth until such date as McLeodUSA has fully vacated the Collocation Space. Should McLeodUSA or McLeodUSA's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of McLeodUSA or McLeodUSA's Guest at McLeodUSA's expense and with no liability for damage or injury to McLeodUSA or McLeodUSA's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of McLeodUSA's right to occupy Collocation Space, McLeodUSA shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by McLeodUSA except for ordinary wear and tear, unless otherwise agreed to by the Parties. McLeodUSA shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on McLeodUSA's failure to comply with this section.

5.1.2 McLeodUSA shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that McLeodUSA submits an application for terminations that exceed the total capacity of the collocated equipment, McLeodUSA will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 McLeodUSA shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 McLeodUSA shall place a plaque or other identification affixed to McLeodUSA's equipment necessary to identify McLeodUSA's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. McLeodUSA may elect to place McLeodUSA-owned or McLeodUSA-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. McLeodUSA will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. McLeodUSA will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to McLeodUSA's equipment in the Collocation Space. In the event McLeodUSA utilizes a non-metallic, riser-type entrance facility, a splice will not be required. McLeodUSA must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. McLeodUSA is responsible for maintenance of the entrance facilities. At McLeodUSA's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide McLeodUSA with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to McLeodUSA's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. McLeodUSA may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another McLeodUSA collocation arrangement within the same BellSouth Premises. McLeodUSA must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to McLeodUSA-provided riser cable.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between McLeodUSA's equipment and/or network and BellSouth's network. Each Party will

be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. McLeodUSA shall be responsible for providing, and a supplier certified by BellSouth ("McLeodUSA's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. McLeodUSA or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At McLeodUSA's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. McLeodUSA must make arrangements with a BellSouth Certified Supplier for such placement.

5.4 McLeodUSA's Equipment and Facilities. McLeodUSA, or if required by this Attachment, McLeodUSA's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by McLeodUSA which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. McLeodUSA and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

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

5.6 Access. Pursuant to Section 11, McLeodUSA shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. McLeodUSA agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of McLeodUSA or McLeodUSA's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by McLeodUSA and returned to BellSouth Access Management within 15 calendar days of McLeodUSA's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. McLeodUSA agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of

McLeodUSA employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with McLeodUSA or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.6.1 Lost or Stolen Access Keys. McLeodUSA shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), McLeodUSA shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, McLeodUSA shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of McLeodUSA violates the provisions of this paragraph, BellSouth shall give written notice to McLeodUSA, which notice shall direct McLeodUSA to cure the violation within forty-eight (48) hours of McLeodUSA's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if McLeodUSA fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to McLeodUSA's equipment. BellSouth will endeavor, but is not required, to provide notice to McLeodUSA prior to taking such action and shall have no liability to McLeodUSA for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and McLeodUSA fails to take curative action within 48 hours then BellSouth will establish before the relevant

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

5.8 Personalty and its Removal. Facilities and equipment placed by McLeodUSA in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by McLeodUSA at any time. Any damage caused to the Collocation Space by McLeodUSA's employees, agents or representatives during the removal of such property shall be promptly repaired by McLeodUSA at its expense.

5.9 Alterations. In no case shall McLeodUSA or any person acting on behalf of McLeodUSA make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by McLeodUSA. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.

5.10 Janitorial Service. McLeodUSA shall be responsible for the general upkeep of the Collocation Space. McLeodUSA shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to McLeodUSA that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Application for Space. McLeodUSA shall submit an application document when McLeodUSA or McLeodUSA's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

6.2.1 Initial Application. For McLeodUSA or McLeodUSA's Guest(s) initial equipment placement, McLeodUSA shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in McLeodUSA's Collocation Space(s) and an estimate of the amount of square footage required.

6.2.2 Subsequent Application. In the event McLeodUSA or McLeodUSA's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), McLeodUSA shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by McLeodUSA in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by McLeodUSA for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to McLeodUSA. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by McLeodUSA within 30 calendar days following McLeodUSA's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit McLeodUSA a reasonable opportunity to correct each deficiency. McLeodUSA must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in

the original Application. If McLeodUSA fails to resubmit its Application as Bona Fide within this ten (10) day period, McLeodUSA will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable McLeodUSA to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When McLeodUSA submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.3.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the

Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.4 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15

must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of McLeodUSA or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge McLeodUSA a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require McLeodUSA to submit the Application with an Application Fee.

6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of McLeodUSA or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate McLeodUSA's Bona Fide Application as a result of changes requested by McLeodUSA to McLeodUSA's original application, then BellSouth will charge McLeodUSA a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require McLeodUSA to resubmit the Application with an Application Fee.

6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of McLeodUSA or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate McLeodUSA's Bona Fide Application as a result of changes requested by McLeodUSA to McLeodUSA's original Application, then BellSouth will charge McLeodUSA a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require McLeodUSA to resubmit the Application with an Application Fee.

6.4.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either

at the request of McLeodUSA or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate McLeodUSA's Bona Fide Application as a result of changes requested by McLeodUSA to CLEC's original Application, then BellSouth will charge McLeodUSA a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require McLeodUSA to resubmit the Application with an Application Fee.

6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of McLeodUSA or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate McLeodUSA's Bona Fide Application as a result of changes requested by McLeodUSA to CLEC's original Application, then BellSouth will charge McLeodUSA a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require McLeodUSA to resubmit the Application with an Application Fee.

6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of McLeodUSA or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate McLeodUSA's Bona Fide Application as a result of changes requested by McLeodUSA to CLEC's original application, then BellSouth will charge McLeodUSA a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require McLeodUSA to resubmit the application with an Application Fee.

6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, McLeodUSA shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when McLeodUSA has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be

received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to McLeodUSA's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case McLeodUSA must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If McLeodUSA fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If McLeodUSA fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire.

6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. McLeodUSA shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when McLeodUSA has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to McLeodUSA's Bona Fide Application or the Application will expire.

6.5.2 Bona Fide Firm Order (Kentucky & Mississippi). McLeodUSA shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when McLeodUSA has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to McLeodUSA's Bona Fide Application or the Application will expire.

6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of McLeodUSA's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.5.4 BellSouth will permit one accompanied site visit to McLeodUSA's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to McLeodUSA.

6.5.5 McLeodUSA must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date McLeodUSA desires access to the Collocation Space. McLeodUSA may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event McLeodUSA desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit McLeodUSA to access the Collocation Space, accompanied by a security escort at McLeodUSA's expense. McLeodUSA must request escorted access at least three (3) business days prior to the date such access is desired.

6.6

6.6.1 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with McLeodUSA or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.2 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and McLeodUSA cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.6.3 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor

changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with McLeodUSA or seek a waiver from this interval from the Commission.

6.6.4 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with McLeodUSA or seek a waiver from this interval from the Commission.

6.6.5 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with McLeodUSA or seek a waiver from this interval from the Commission.

6.6.6 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary

conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with McLeodUSA or seek a waiver from this interval from the Commission.

6.6.7 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with McLeodUSA or seek a waiver from this interval from the Commission.

6.7 Joint Planning. Joint planning between BellSouth and McLeodUSA will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to McLeodUSA during joint planning.

6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.9 Acceptance Walk Through. McLeodUSA will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by McLeodUSA. BellSouth will correct any deviations to McLeodUSA's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

6.10 Use of BellSouth Certified Supplier. McLeodUSA shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. McLeodUSA and McLeodUSA's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, McLeodUSA must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide McLeodUSA with a list of

BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing McLeodUSA's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and McLeodUSA upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill McLeodUSA directly for all work performed for McLeodUSA pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying McLeodUSA or any supplier proposed by McLeodUSA. All work performed by or for McLeodUSA shall conform to generally accepted industry guidelines and standards.

6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. McLeodUSA shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service McLeodUSA's Collocation Space. Upon request, BellSouth will provide McLeodUSA with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by McLeodUSA. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.

6.12 Basic Telephone Service. Upon request of McLeodUSA, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.13 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, McLeodUSA may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by McLeodUSA, such information will be provided to McLeodUSA in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to McLeodUSA within 180 calendar days of BellSouth's written denial of McLeodUSA's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) McLeodUSA was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then McLeodUSA may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. McLeodUSA must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

6.14 Cancellation. If, at anytime prior to space acceptance, McLeodUSA cancels its order for the Collocation Space(s), McLeodUSA will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. McLeodUSA will be billed the applicable non recurring rate for any and all work processes for which work has begun.

6.15 Licenses. McLeodUSA, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by McLeodUSA's current billing cycle and is non-refundable.

7.2 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. McLeodUSA shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date McLeodUSA first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event McLeodUSA opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to McLeodUSA as prescribed in Section 7.7.

7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. McLeodUSA shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date McLeodUSA first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated

with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event McLeodUSA opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to McLeodUSA as prescribed in Section 7.7

7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event McLeodUSA opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to McLeodUSA as prescribed in Section 7.7.

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by McLeodUSA on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date McLeodUSA first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event McLeodUSA opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to McLeodUSA as described in Section 7.7.

7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, McLeodUSA shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, McLeodUSA shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event McLeodUSA's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, McLeodUSA shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space

charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date McLeodUSA first occupies the Collocation Space, whichever is sooner.

7.8 Power. BellSouth shall make available –48 Volt (-48V) DC power for McLeodUSA's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at McLeodUSA's option within the Premises.

7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to McLeodUSA's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by McLeodUSA's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by McLeodUSA's BellSouth Certified power Supplier. McLeodUSA is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to McLeodUSA's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by McLeodUSA must provide BellSouth a copy of the engineering power specification prior to the day on which McLeodUSA's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and McLeodUSA's arrangement area. McLeodUSA shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within McLeodUSA's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. McLeodUSA shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, McLeodUSA has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of McLeodUSA's dedicated power plant results in construction of a new power plant room, upon termination of McLeodUSA's right to occupy collocation space at such site, McLeodUSA shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.8.3 If McLeodUSA elects to install its own DC Power Plant, BellSouth shall provide AC power to feed McLeodUSA's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by

McLeodUSA's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. McLeodUSA's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At McLeodUSA's option, McLeodUSA may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.9 Security Escort. A security escort will be required whenever McLeodUSA or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and McLeodUSA shall pay for such half-hour charges in the event McLeodUSA fails to show up.

7.10 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

7.11 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, McLeodUSA shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to McLeodUSA. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.12 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by McLeodUSA's current

billing cycle. McLeodUSA will pay a late payment charge as specified in the current State Tariff.

8. Insurance

8.1 McLeodUSA shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 McLeodUSA shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of McLeodUSA's real and personal property situated on or within BellSouth's Central Office location(s).

8.2.4 McLeodUSA may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to McLeodUSA to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by McLeodUSA shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all McLeodUSA's property has been removed from BellSouth's Premises, whichever period is longer. If McLeodUSA fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from McLeodUSA.

8.5 McLeodUSA shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the

commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. McLeodUSA shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from McLeodUSA's insurance company. McLeodUSA shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

8.6 McLeodUSA must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Self-Insurance. If McLeodUSA's net worth exceeds five hundred million dollars ($500,000,000), McLeodUSA may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. McLeodUSA shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to McLeodUSA in the event that self-insurance status is not granted to McLeodUSA. If BellSouth approves McLeodUSA for self-insurance, McLeodUSA shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of McLeodUSA's corporate officers. The ability to self-insure shall continue so long as the McLeodUSA meets all of the requirements of this Section. If the McLeodUSA subsequently no longer satisfies this Section, McLeodUSA is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to McLeodUSA to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

9. Mechanics Liens

9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or McLeodUSA), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property

made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

10.1 BellSouth may conduct an inspection of McLeodUSA's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between McLeodUSA's equipment and equipment of BellSouth. BellSouth may conduct an inspection if McLeodUSA adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide McLeodUSA with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceeding, or authorized agents of McLeodUSA will be permitted in the BellSouth Premises. McLeodUSA shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the McLeodUSA name. BellSouth reserves the right to remove from its premises any employee of McLeodUSA not possessing identification issued by McLeodUSA or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. McLeodUSA shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. McLeodUSA shall be solely responsible for ensuring that any Guest of McLeodUSA is in compliance with all subsections of this Section 11.

11.1.1 McLeodUSA will be required, at its own expense, to conduct a statewide investigation of criminal history records for each McLeodUSA employee being considered for work on the BellSouth Premises, for the states/counties where the McLeodUSA employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is

acceptable. McLeodUSA shall not be required to perform this investigation if an affiliated company of McLeodUSA has performed an investigation of the McLeodUSA employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if McLeodUSA has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the McLeodUSA employee seeking access, for the states/counties where the McLeodUSA employee has worked and lived for the past five years.

11.1.2 McLeodUSA will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 McLeodUSA shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. McLeodUSA shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any McLeodUSA personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that McLeodUSA chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, McLeodUSA may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 McLeodUSA shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.5 McLeodUSA shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.6 For each McLeodUSA employee requiring access to a BellSouth Premises pursuant to this Attachment, McLeodUSA shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, McLeodUSA will disclose the nature of the convictions to BellSouth at that time. In the alternative, McLeodUSA may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.7 At BellSouth's request, McLeodUSA shall promptly remove from BellSouth's Premises any employee of McLeodUSA BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of McLeodUSA is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BellSouth reserves the right to interview McLeodUSA's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to McLeodUSA's Security contact of such interview. McLeodUSA and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving McLeodUSA's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill McLeodUSA for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that McLeodUSA's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill McLeodUSA for BellSouth property which is stolen or damaged where an investigation determines the culpability of McLeodUSA's employees, agents, or contractors and where McLeodUSA agrees, in good faith, with the results of such investigation. McLeodUSA shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. McLeodUSA shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for McLeodUSA's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for McLeodUSA's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to McLeodUSA, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. McLeodUSA may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If McLeodUSA's acceleration of the project increases the cost of the project, then those additional charges will be incurred by McLeodUSA. Where allowed and where practical, McLeodUSA may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, McLeodUSA shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for McLeodUSA's permitted use, until such Collocation Space is fully repaired and restored and McLeodUSA's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where McLeodUSA has placed an Adjacent Arrangement pursuant to Section 3.5, McLeodUSA shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain,

BellSouth and McLeodUSA shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

14.1 McLeodUSA understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – ALABAMA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,134.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.24	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.01	
PE1SM	Common Systems Modifications – Caged*	Per cage	$102.16	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$178.65	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.52	NA
PE1PJ	Floor Space	Per sq. ft.	$3.68	NA
PE1BD	Cable Installation	Per cable	NA	$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	$19.67	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.63	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.89	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.99	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.031	$33.68/$31.79
PE1P4	4-wire		$.062	$33.63/$31.67
PE1P1	DS-1		$1.28	$52.93/$39.87
PE1P3	DS-3		$16.27	$51.99/$38.59
PE1F2	2-fiber		$3.23	$52.00/$38.60
PE1F4	4-fiber		$5.73	$64.54/$51.14

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per central office	$52.27	
PE1A1	New Access Card Activation*	Per card	$.059	$55.57
PE1AA	Administrative change, existing card*	Per card		$15.58
PE1AR	Replace lost or stolen card*	Per card		$45.56
PE1AK	Initial Key	Per key	NA	$26.19
PE1AL	Replace lost or stolen key	Per key	NA	$26.19
PE1SR	Space Availability Report*	Per premises requested		$2,150.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross connect		
PE1PE	2-Wire Cross-Connect		$0.08	NA
PE1PF	4-Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2-Fiber Cross-Connect		$32.02	NA
PE1B4	4-Fiber Cross-Connect		$40.48	NA
	Cable Records[1]			**Note 2** Initial/Subsequent
PE1CR	Cable Records	Per request	NA	$1708/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.51/$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.53/$29.53
PE1CB	Fiber Cable	Per cable record	NA	$278.95/$278.95

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	$33.85/$21.45
PE1OT	Overtime		NA	$44.09/$27.71
PE1PT	Premium Time		NA	$54.33/$33.96

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – FLORIDA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,160.00
	Space Preparation Fees			
PE1SJ	Firm Order Processing			$1,211.00
PE1SK	Central Office Modifications	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Wire Cage	Per first 100 sq. ft.	$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	$6.57	NA
PE1BD	Cable Installation	Per cable		$1,826.00
PE1PM	Cable Support Structure		$21.66	NA
	Power			
PE1PL	-48V DC Power	Per amp	$8.86	NA
PE1FB	120V AC Power single phase	Per breaker amp	$5.62	-
PE1FD	240V AC Power single phase	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase	Per breaker amp	$16.88	-
PE1FG	277 AC Power three phase	Per breaker amp	$38.98	-
	Cross Connects			First/Add'l
	2-wire	Per cross connect	$.074	$34.53/$32.51
	4-wire	Per cross connect	$.148	$34.54/$32.53
	DS1	Per cross connect	$1.29	$54.15/$40.94
	DS3	Per cross connect	$17.48	$53.28/$39.65
	2-fiber	Per cross connect	$2.96	$53.28/$39.66
	4-fiber	Per cross connect	$5.66	$66.08/$52.47

FLORIDA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$89.48	
PE1A1	New Access Card Activation	Per card	$.06	$56.03
PE1AA	Administrative change, existing card	Per card		$15.71
PE1AR	Replace lost or stolen card	Per card		$45.93
PE1AK	Initial Kev	Per kev	NA	$26.41
PE1AL	Replace lost or stolen key	Per key	NA	$26.41
PE1SR	Space Availability Report	Per premises requested		$2,168.00
	POT Bay **(Note 1)**		NA	NA
	Cable Records[2]			**Note 3**
				initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.86/$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05
	Security Escort	Per ¼ hour		
PE1BQ	Basic Time		NA	$10.89
PE1OQ	Overtime		NA	$13.64
PE1PQ	Premium Time		NA	$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **POT Bays**: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for McLeodUSA to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(2) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

(3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – GEORGIA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,130.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**	Per sq. ft.	NA	$100.00
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$187.36	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.38	NA
	Floor Space			
PE1PJ	Zone A	Per sq. ft.	$4.47	NA
PE1PK	Zone B	Per sq. ft.	$4.47	NA
PE1BD	Cable Installation	Per cable	NA	$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	$19.26	NA
	Power			
PE1PL	-48V DC Power	Per amp	$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.52	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.05	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.58	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.27	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.030	$33.76/$31.86
PE1P4	4-wire		$0.061	$33.77/$31.80
PE1P1	DS-1		$1.13	$53.05/$39.99
PE1P3	DS-3		$14.43	$52.14/$38.71
PE1F2	2-fiber		$2.86	$52.14/$38.72
PE1F4	4-fiber		$5.08	$64.74/$51.31

GEORGIA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$40.00	
PE1A1	New Access Card Activation*	Per card	$.058	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card*	Per card		$45.50
PE1AK	Initial Kev	Per kev	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.38/$922.38
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.61/$278.61
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.81/$21.42
PE1OT	Overtime		NA	$44.03/$27.67
PE1PT	Premium Time		NA	$54.26/$33.92

N/A refers to rate elements which do not have a negotiated rate.

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – KENTUCKY PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,135.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,202.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.38	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.30	
PE1SM	Common Systems Modifications – Caged*	Per cage	$112.11	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.62	NA
PE1PJ	Floor Space	Per sq. ft.	$8.20	NA
PE1BD	Cable Installation	Per cable	NA	$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	$20.14	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.77	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.58	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.16	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.74	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.65	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.037	$33.67/$31.78
PE1P4	4-wire		$0.075	$33.66/$31.70
PE1P1	DS-1		$1.51	$52.97/$39.90
PE1P3	DS-3		$19.15	$52.04/$38.62
PE1F2	2-fiber		$3.80	$52.04/$38.63
PE1F4	4-fiber		$6.75	$64.59/$51.18

KENTUCKY (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$78.11	
PE1A1	New Access Card Activation	Per card	$.059	$55.59
PE1AA	Administrative change, existing card	Per card		$15.59
PE1AR	Replace lost or stolen card	Per card		$45.58
PE1AK	Initial Kev	Per kev	NA	$26.20
PE1AL	Replace lost or stolen key	Per key	NA	$26.20
PE1SR	Space Availability Report	Per premises requested		$2,151
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.06	NA
PE1PF	4-Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.86/$21.46
PE1OT	Overtime		NA	$44.10/$27.72
PE1PT	Premium Time		NA	$54.35/$33.97
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.83/$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – LOUISIANA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	$3131.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.60	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.15	
PE1SM	Common Systems Modifications – Caged*	Per cage	$105.87	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$207.06	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.31	NA
PE1PJ	Floor Space	Per sq. ft.	$5.94	NA
PE1BD	Cable Installation	Per cable	NA	$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	$21.16	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.20	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.66	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.34	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.00	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.26	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.036	$33.61/$31.76
PE1P4	4-wire		$0.073	$33.53/$31.58
PE1P1	DS-1		$1.20	$52.80/$39.76
PE1P3	DS-3		$15.26	$51.86/$38.49

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1F2	2-fiber		$3.03	$51.86/$38.49
PE1F4	4-fiber		$5.38	$64.36/$50.99
PE1AX	Security Access System Security System*	Per premises	$60.60	
PE1A1	New Access Card Activation*	Per card	$.060	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.57
PE1AR	Replace lost or stolen card	Per card		$45.51
PE1AK	Initial Kev	Per kev	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.0776	NA
PE1PF	4-Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$47.44	NA
PE1B4	4 Fiber Cross-Connect		$63.97	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.51/$922.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.65/$278.65

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.97/$21.53
PE1OT	Overtime		NA	$44.25/$27.81
PE1PT	Premium Time		NA	$54.53/$34.09

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – MISSISSIPPI PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,130.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.61	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.88	
PE1SM	Common Systems Modifications – Caged*	Per cage	$97.85	
	Space Enclosure(100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$208.30	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.43	NA
PE1PJ	Floor Space	Per sq. ft.	$6.53	
PE1BD	Cable Installation	Per cable	NA	$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	$19.90	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.96	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.61	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.23	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.84	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.89	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.038	$33.65/$31.77
PE1P4	4-wire		$.076	$33.46/$31.52

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		$1.30	$52.73/$39.70
PE1P3	DS-3		$16.55	$51.78/$38.43
PE1F2	2-fiber		$3.28	$51.78/$38.43
PE1F4	4-fiber		$5.83	$64.27/$50.91
PE1AX	Security Access System Security System*	Per premises	$85.54	
PE1A1	New Access Card Activation*	Per card	$.061	$55.50
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card	Per card		$45.50
PE1AK	Initial Kev	Per kev	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,147.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1195	NA
PE1PF	4-Wire Cross-Connect		$0.2389	NA
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.28/$922.28
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.42/$8.42
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.58/$278.58

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.80/$21.42
PE1OT	Overtime		NA	$44.03/$27.67
PE1PT	Premium Time		NA	$54.26/$33.92

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – NORTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	$3.26	
	Common Systems Modification – Caged*	Per cage	$110.79	
	Power*	Per nominal –48v DC Amp	$5.76	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh*	Per first 100 sq. ft.	$102.76	NA
PE1CW	Welded Wire-mesh*	Per add'l 50 sq. ft.	$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$6.65	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.01	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.51	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.12	-
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire*		$0.32	$41.78/$39.23
PE1P4	4-wire*		$0.64	$41.91/$39.25
PE1P1	DS-1*		$2.34	$71.02/$51.08
PE1P3	DS-3*		$42.84	$69.84/$49.43
PE1F2	2-fiber		$2.94	$51.97/$38.59
PE1F4	4-fiber		$5.62	$64.53/$51.15

NORTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$41.03	
PE1A1	New Access Card Activation*	Per card	$.062	$55.30
PE1AA	Administrative change, existing card*	Per card		$15.51
PE1AR	Replace lost or stolen card	Per card		$45.34
PE1AK	Initial Kev	Per kev	NA	$26.18
PE1AL	Replace lost or stolen key	Per key	NA	$26.18
PE1SR	Space Availability Report*	Per premises requested		$2,140.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.10	NA
PE1PF	4-Wire Cross-Connect		$0.19	NA
PE1PG	DS1 Cross-Connect		$0.79	NA
PE1PH	DS3 Cross-Connect		$4.85	NA
PE1B2	2 Fiber Cross-Connect		$45.30	NA
PE1B4	4 Fiber Cross-Connect		$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.92/$25.56
PE1OT	Overtime		NA	$54.51/$32.44
PE1PT	Premium Time		NA	$66.10/$39.32
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1707/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.08/$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.51/$29.51
PE1CB	Fiber Cable	Per cable record	NA	$278.82/$278.82

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,141.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.75	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.24	
PE1SM	Common Systems Modifications – Caged*	Per cage	$110.17	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$219.19	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.50	NA
PE1PJ	Floor Space	Per sq. ft.	$3.95	NA
PE1BD	Cable Installation	Per cable	NA	$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.19	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.67	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.36	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.03	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.33	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.034	$33.75/$31.86
PE1P4	4-wire		$.068	$33.71/$31.75
PE1P1	DS-1		$1.12	$53.05/$39.96
PE1P3	DS-3		$14.21	$52.11/$38.68
PE1F2	2-fiber		$2.82	$52.11/$38.69
PE1F4	4-fiber		$5.01	$64.69/$51.26

SOUTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$74.12	
PE1A1	New Access Card Activation*	Per card	$.060	$55.70
PE1AA	Administrative change, existing card*	Per card		$15.62
PE1AR	Replace lost or stolen card	Per card		$45.66
PE1AK	Initial Kev	Per kev	NA	$26.25
PE1AL	Replace lost or stolen key	Per key	NA	$26.25
PE1SR	Space Availability Report*	Per premises requested		$2,155.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1091	NA
PE1PF	4-Wire Cross-Connect		$0.2181	NA
PE1PG	DS1 Cross-Connect		$0.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$37.36	NA
PE1B4	4 Fiber Cross-Connect		$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.92/$21.50
PE1OT	Overtime		NA	$44.19/$27.77
PE1PT	Premium Time		NA	$54.45/$34.04
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1712/$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	$925.57/$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.06/$18.06
PE1C1	DS1	Per T1TIE	NA	$8.45/$8.45
PE1C3	DS3	Per T3TIE	NA	$29.59/$29.59
PE1CB	Fiber Cable	Per cable record	NA	$279.57/$279.57

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/McLeodUSA RATES – TENNESSEE PHYSICAL COLLOCATION

*** Rates are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,140.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.74	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.95	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.14	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$218.53	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.44	NA
PE1PJ	Floor Space	Per sq. ft.	$6.75	NA
PE1BD	Cable Installation	Per cable	NA	$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	$19.80	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.87	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.60	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.22	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.82	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.84	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.033	$33.82/$31.92
PE1P4	4-wire		$0.066	$33.94/$31.95
PE1P1	DS-1		$1.51	$53.27/$40.16
PE1P3	DS-3		$19.26	$52.37/$38.89
PE1F2	2-fiber		$3.82	$52.37/$38.89
PE1F4	4-fiber		$6.79	$65.03/$51.55

TENNESSEE (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$55.99	
PE1A1	New Access Card Activation	Per card	$.059	$55.67
PE1AA	Administrative change, existing card	Per card		$15.61
PE1AR	Replace lost or stolen card	Per card		$45.64
PE1AK	Initial Kev	Per kev	NA	$26.24
PE1AL	Replace lost or stolen key	Per key	NA	$26.24
PE1SR	Space Availability Report*	Per premises requested		$2,154.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.91/$21.49
PE1OT	Overtime		NA	$44.17/$27.76
PE1PT	Premium Time		NA	$54.42/$34.02
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1711/$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	$925.06/$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.05/$18.05
PE1C1	DS1	Per T1TIE	NA	$8.45/$8.45
PE1C3	DS3	Per T3TIE	NA	$29.57/$29.57
PE1CB	Fiber Cable	Per cable record	NA	$279.42/$279.42

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT B

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and McLeodUSA agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and McLeodUSA shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. McLeodUSA should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for McLeodUSA to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. McLeodUSA will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

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

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by McLeodUSA are owned by McLeodUSA. McLeodUSA will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by

McLeodUSA or different hazardous materials used by McLeodUSA at BellSouth Facility. McLeodUSA must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

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

1.7 Coordinated Environmental Plans and Permits. BellSouth and McLeodUSA will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and McLeodUSA will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, McLeodUSA must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and McLeodUSA shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, McLeodUSA agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. McLeodUSA further agrees to cooperate with BellSouth to ensure that McLeodUSA's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by McLeodUSA, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material	Compliance with all applicable	• Std T&C 450

or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3

	equipment	• BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Attachment 5

Access to Numbers
and
Number Portability

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS 3

2. LOCAL NUMBER PORTABILITY 3

3. TRANSITION TO PERMANENT NUMBER PORTABILITY 9

4. TRUE-UP 9

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES 10

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

1.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, or to request and be assigned, any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center and Rating Points corresponding to such NXX Codes.

1.2 During the term of this Agreement, the Parties shall contact the applicable numbering resource administrator as determined by the FCC, for the assignment of numbering resources. In order to be assigned a Central Office Code, McLeodUSA will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.3 For the purposes of the resale of BellSouth's telecommunications services by McLeodUSA , BellSouth will provide McLeodUSA with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days.

1.4 Further, upon McLeodUSA's request and for the purposes of the resale of BellSouth's telecommunications services by McLeodUSA , BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for McLeodUSA 's sole use. Such telephone number reservations shall be transmitted to McLeodUSA via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. McLeodUSA acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for McLeodUSA 's reasonable need in that particular CLLIC.

2. Local Number Portability

2.1 The Parties shall provide local number portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with the applicable rules and regulations as prescribed from time to time by the FCC and/or the Commission.

2.2 Permanent Number Portability

2.2.1 Deployment of LNP. Local Number Portability ("LNP") is a permanent number portability solution that allows End Users to keep their existing Telephone Line Numbers ("TLNs") when switching LECs. The Parties shall implement and deploy the Location Routing Number ("LRN") solution for LNP in accordance with orders, rulings and policies regarding LNP issued by the FCC and the applicable State Commissions, including, without limitation, the FCC prescribed permanent LNP geographic deployment schedules.

2.2.2 Description of LNP. LNP uses the industry standard LRN that assigns a unique 10-digit number to each Wire Center. To support LNP, LRN data is stored, and LNP services are provisioned on Advanced Intelligent Network ("AIN") elements that replace the dialed TLN with the LRN so that LNP calls can be routed to the proper Wire Center for connection to the dialed party. To obtain the LRN data and properly provision LNP services, carriers must be connected to independently operated Regional Number Portability Administration Centers ("NPACs"), which will manage LNP services and provide LNP call routing data to carriers.

2.2.3 Once LNP is implemented, either Party may withdraw its Interim Number Portability ("INP") offerings (as described in Section 2.8 hereafter), subject to (i) provision of reasonable advance notice to the other Party; and (ii) coordination to allow the seamless and transparent conversion of INP Customers to LNP.

2.2.4 End User Line Charge Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in the BellSouth FCC No. 1 Tariff and will be billed to McLeodUSA where McLeodUSA is a subscriber to local switching or where McLeodUSA is a reseller of BellSouth telecommunications services. This charge will not be discounted.

2.3 Interim Number Portability

2.3.1 Service Provider Number Portability

2.3.1.1 Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same Rate Center for his Local Exchange Service.

2.3.1.2 SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of McLeodUSA . Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the McLeodUSA switch that serves the subscriber. SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

2.3.1.3 SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic Local Exchange Service.

2.3.1.4 SPNP is available only where McLeodUSA or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic Local Exchange Service to the affected End User. SPNP for a particular telephone number is available only from the Central Office originally providing Local Exchange Service to the End User. SPNP for a particular assigned telephone number will be disconnected when any End User, Commission, BellSouth, or McLeodUSA initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the End User retained his initial Local Exchange Service.

2.3.1.5 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in the Commission filed McLeodUSA or BellSouth Local Exchange Tariff(s) of the Party porting the SPNP-RCF telephone number. The forwarded-to number shall be specified by the McLeodUSA or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF End User cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple

simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.

2.3.1.6 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to End Office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Attachment 2. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A, as amended from time to time.

2.3.1.7 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or McLeodUSA shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a

company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. McLeodUSA usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

2.3.1.8 Each Party shall be responsible for obtaining authorization from the End User for the handling of the disconnection of the End User's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

2.3.1.9 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

2.3.1.10 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each company's end user. Each

Party reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.

2.3.1.11 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other Party's equipment.

2.3.1.12 For terminating IXC traffic ported to either Party which requires use of either Party's Tandem switching, the Tandem provider will bill the IXC Tandem switching and a pro rata portion of the transport, and the other Party will bill the IXC local switching, the carrier common line (CCL), the Interconnection Charge and a portion of the transport. If the Tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the Tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other company at the tandem company's tariffed rates and remit the local switching, the Interconnection Charge, a pro rata portion of transport and CCL revenues to the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability. 2.3.1.13 If, through a final and effective order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

2.3.1.14 Charges for INP shall be as specified in Exhibit A, provided that interim rates will be replaced or trued-up in accordance with regulatory requirements.

2.4 INP Requirements

2.4.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available. 2.4.2 Either Party shall notify the

other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular End Office or Wire Center.

2.4.3 Either Party shall pass all Calling Party Number ("CPN") or Automatic Number Identification ("ANI") information to and from the ported number, whenever technically feasible.

2.4.4 Unless approved by McLeodUSA, BellSouth agrees not to issue Telephone Line Number ("TLN") based calling card numbers to End Users that port their numbers to McLeodUSA.

2.4.5 BellSouth and McLeodUSA shall cooperate in resolving all service calls involving the other Party's service, to avoid unnecessary service outages.

2.5 Number Portability Through NXX Migration

2.5.1 If the Parties mutually agree to use Local Exchange Routing Guide ("LERG") reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the new service providers switch, and any applicable rates.

3. Transition to Permanent Number Portability

Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office pursuant to Federal Communications Commission or State commission orders, rules or regulations, with advance written notice, both Parties must withdraw its Interim Number Portability (INP) offerings. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

4. True-up

This section applies only to Tennessee.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

4.1 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

4.2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

4.3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and McLeodUSA is entitled to be a full Party to the proceeding;
(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
(c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

5. Operational Support System (OSS) Rates

All Local Service Requests ("LSRs") submitted for products and services under this Attachment will be subject to the OSS charges set forth in the General Terms and Conditions of this Agreement.

BELLSOUTH/MCLEODUSA RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	$2.25	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	$2.13	NA	$2.03	NA	$2.29	$2.34	NA	$2.17	$1.50
NRC	TNPBL	$0.65	NA	$0.51	NA	$0.49	$0.6441	NA	$0.7046	NA
NRC - Disconnect Charge	TNPBL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, per number ported (Residence Line)	TNPRL	$2.13	NA	$2.03	NA	$2.29	$2.34	NA	$2.17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0.6441	NA	$0.7046	NA
NRC - Disconnect Charge	TNPRL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	$0.32	NA	$0.2836	NA	$0.38	$0.3838	NA	$0.3854	$0.50
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD									
NRC - 1st	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	None	$1.37	$25.00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	None	$1.37	$25.00
NRC - Disconnect - 1st	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
DID per number ported, Residence - NRC	TNPDR	$1.18	NA	$0.93	NA	$0.89	$1.17	NA	$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	$1.18	NA	$0.93	NA	$0.89	$1.17	NA	$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per service order, per location										
NRC - 1st	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.37	NA
NRC - Disconnect - 1st	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Disconnect - Add'l	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
DID, per trunk termination, Initial	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	NA	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135.47	NA	$129.69	$171.68	NA	$218.03	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	$50.43	NA	NA	NA	$37.85	$49.86	NA	NA	NA
DID, per trunk termination, Subsequent	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	NA	$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37.85	$50.69	NA	$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	$25.00	NA	NA	NA	$18.75	$24.71	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

Ordering and Provisioning

TABLE OF CONTENTS

1. QUALITY OF ORDERING AND PROVISIONING 3

2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS 4

3. MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES 6

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to McLeodUSA that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement. To the extent the Terms of this Attachment differ from BellSouth's Local Interconnection and Facilities Based Ordering Guide and Resale Guide, the rate terms and conditions of this Attachment shall take precedence.

1.2 BellSouth will perform provisioning services in the UNE Centers during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM Eastern time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM Eastern time (excluding holidays)
(Resale/Network Element non coordinated orders)

Field provisioning services shall be performed on the same schedule as set forth above; provided, however, that times shall be based upon location time rather than Eastern time.

All other McLeodUSA requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges at the labor rates set forth in BellSouth's FCC No. 1 tariff.

If BellSouth begins working on an order which is scheduled to be completed during standard hours, but, due solely to BellSouth's delay, completes the work after standard hours, no such additional charges shall apply. If McLeodUSA requests such provisioning services outside of normal hours of operation, BellSouth shall quote within three (3) Business Days of the request, a rate for such services in accordance with BellSouth's FCC No. 1 tariff. If McLeodUSA accepts BellSouth's quote, BellSouth shall provide the requested services. If BellSouth agrees to provide expanded standard coverage hours to any other Telecommunications Carrier, McLeodUSA shall be able immediately to avail itself of the same expanded hours on the same terms as made available to such other Telecommunications Carrier.

2. Access to Operational Support Systems

2.1 BellSouth shall provide McLeodUSA with access to OSS pre-order functions at parity to that provided by BellSouth to itself, its Affiliates, or any other Telecommunications Carrier. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. Pre-ordering includes the activities undertaken by McLeodUSA to gather and verify information necessary to formulate an accurate order for End Users. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, including vanity number selection and reservations, service and feature availability at serving wire center, due date information, serving facilities information and Customer Service Record ("CSR") information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). CSR information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. McLeodUSA agrees not to view, copy, or otherwise obtain access to the CSR of any customer without that customer's permission and further agrees that McLeodUSA will obtain access to CSR information only in strict compliance with applicable FCC Rules and Orders and other laws, rules, or regulations of the State in which the service is provided.

2.2.1 Interfaces. BellSouth shall make available the following interfaces to McLeodUSA for access to pre-order functions: LENS; and TAG . Each such interface shall be available on a non-discriminatory basis in connection with pre-ordering for Resale services and UNES that are available electronically.

2.2.2 The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Each pre-order interface shall be available except for downtime attributable to maintenance and upload, twenty-four (24) hours a day, seven (7) days a week.

2.2.3 McLeodUSA shall be permitted to reserve a number, including, without limitation, a vanity number, for up to thirty (30) days for End Users.

2.2.4 All CSR data exchanged must be in English text, and not only USOC or FID format, provided that such information is maintained in textual format by BellSouth. All other data shall be in a mutually agreed upon nomenclature.

2.2.5 Upon request, BellSouth shall provide McLeodUSA with pre-order information in batch transmission to the extent available or provided to any other Telecommunications Carrier on the same terms and conditions and at the same rates.

2.2.6 Pre-ordering functions shall be provided at parity as measured by the Performance Measurement metrics included in Attachment 9 hereto.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for certain resale requests and certain network elements and other services. The EDI interface can be integrated with the TAG pre-ordering interface by McLeodUSA. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG that can be integrated with the TAG pre-ordering capability by McLeodUSA. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering, and provisioning capability through the LENS interface. Ordering and provisioning intervals shall be at provisioned at parity to what BellSouth provides to itself, its affiliates and/or other CLECs. Parity in performance shall be measured by the performance measurement metrics set forth in Attachment 9.

2.3.1 For generation of Resale service orders, ordering flows shall be available via such electronic interfaces for each of the following ordering functions: Conversion ("as is" or "with changes"); Change (features, listings, long distance); New Connect; Disconnect; From and To (change of premises with same service).

2.3.2 BellSouth shall provide to McLeodUSA an electronic interface for transmitting of orders, and receiving Firm Order Confirmation ("FOC"), completion notices, Due-Date Jeopardies, and, as available, other provisioning data and information. BellSouth shall provide McLeodUSA with a FOC for each Resale and UNE order. The FOC includes: purchase order number, telephone number, Local Service Request number, due date, and Service Order number.

2.3.3 BellSouth shall provision Resale Services and UNEs as prescribed in McLeodUSA service order requests. Access to status on electronically-submitted Resale services and UNEs shall be provided via the electronic interfaces. Access to status on manually-submitted service order requests shall be provided manually or via the Purchase Order Number ("PON") report on the internet.

2.3.4 BellSouth shall provide notice of a lack of facilities availability at parity to that BellSouth provides to itself, its Affiliates, or any other Telecommunications Carrier.

2.3.5 Order Flow Through. "Order Flow Through" is defined as the process whereby McLeodUSA's orders are transmitted electronically through the gateway and accepted into BellSouth's back office order systems without manual intervention. BellSouth shall provide Flow Through of electronic processes in a manner consistent with, at a minimum, at a level of quality equivalent to itself or to any CLEC with comparable systems.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows McLeodUSA to report and monitor service troubles and obtain repair services. BellSouth shall offer McLeodUSA service trouble reporting in a non-

discriminatory manner that provides McLeodUSA the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides McLeodUSA an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers McLeodUSA access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of McLeodUSA to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases.

2.5.1 BellSouth will issue documents to McLeodUSA with sufficient notice to allow McLeodUSA to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.5.2 With respect to any modification or discontinuation that materially affects McLeodUSA's use of such interface, BellSouth shall provide McLeodUSA with advance notice of such modification or discontinuation consistent with applicable FCC requirements.

2.6 Rates. Charges for use of Operational Support Systems shall be as set forth in the General Terms and Conditions of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by McLeodUSA will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if McLeodUSA wishes to reinstate an order, McLeodUSA may be required to submit a new service order. If an McLeodUSA order is placed on hold by BellSouth then McLeodUSA will not have to submit a new order.

3.2 Single Point of Contact. McLeodUSA will be the single point of contact with BellSouth for ordering activity for network elements and other services used by McLeodUSA to provide services to its end users. BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. McLeodUSA and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for

orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by McLeodUSA to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify McLeodUSA that such an order has been processed, but will not be required to notify McLeodUSA in advance of such processing. BellSouth will notify McLeodUSA within (2) business days via OUTPLOC that such disconnect has been completed.

3.3 Use of Facilities. When a customer of McLeodUSA elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to McLeodUSA by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to disconnect or transfer the McLeodUSA service.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using nondiscriminatory procedures and intervals which are at parity to the provisioning intervals BellSouth provides itself or other CLECs;

3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location; and

3.3.1.3 Notify McLeodUSA subsequent to the disconnect order being completed in accordance with Section 3.2 above.

3.4 Contact Numbers.

The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services. BellSouth shall provide single points of contact ("SPOC") for the provisioning of Resale Services (LCSC) and UNEs (UNE Center) ordered by McLeodUSA. Pre-ordering and ordering shall be available via an electronic interface seven (7) days a week, 24 hours a day.

BellSouth shall provide access to assistance for technical issues such as connectivity and passwords related to LENS, TAG and TAFI, and to the "EDI Central Group" for technical problems with EDI. Assistance will be available by telephone during normal business hours and through other contacts on nights, weekends and holidays.

3.5 Disaster Recovery Plan. BellSouth's Disaster Recovery Plan is as set forth in Exhibit A of this Attachment.

3.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.7 Cancellation Charges. If McLeodUSA cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

3.8 Ordering and Provisioning Information: BellSouth shall provide the following to McLeodUSA upon request:

3.8.1 Design Layout Records ("DLRs") for designed unbundled Network Elements;

3.8.2 Advance information on the details and requirements for planning and implementation of NPA splits; and

3.8.3 Access to the Regional Street Address Guide ("RSAG") information via LENS or TAG pre-ordering.

3.9 BellSouth and McLeodUSA shall establish mutually acceptable methods and procedures for handling all misdirected calls from McLeodUSA End Users. All misdirected calls to BellSouth from McLeodUSA End Users shall be given a recording (or a live statement) directing them to call an McLeodUSA-designated toll free number. McLeodUSA, on a reciprocal basis, shall refer all misdirected calls that McLeodUSA receives from BellSouth End Users to a BellSouth-designated number. McLeodUSA and BellSouth each shall be responsible for providing the other party with its current toll free number. The foregoing shall apply only when the Party receiving such call knows or has reason to know that the call is misdirected from an End User of the other Party hereto.

3.10 BellSouth shall provide order format specifications to McLeodUSA for all available services, features, and functions and for ancillary data required by BellSouth to provision these services.

3.11 BellSouth shall provide McLeodUSA with standard expected provisioning intervals for all unbundled Network Elements.

3.12 BellSouth shall not reconfigure any McLeodUSA service rearrangements of any McLeodUSA End User for Resale services, UNEs or Combinations, unless so directed by McLeodUSA. Any McLeodUSA End User that contacts BellSouth regarding a change to its McLeodUSA service (excluding changes in its local service provider) shall be advised to contact McLeodUSA. Any BellSouth End User that contacts McLeodUSA regarding a change in BellSouth service (excluding changes in its local service provider) shall be advised to contact BellSouth.

3.13 The Parties shall provide a generic intercept referral message that includes any new telephone number of an End User for the same period of time that BellSouth currently provides such a message for its own End Users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.

3.14 BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical service description provided by BellSouth for the service being ordered.

3.15 Any written "leave behind" materials that BellSouth technicians provide to McLeodUSA End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards.

3.16 If an McLeodUSA End User requests a change of service at the time of installation, BellSouth technicians shall direct them to contact McLeodUSA directly and provide a toll-free number supplied by McLeodUSA. When a BellSouth employee visits the premise of an McLeodUSA End User, the BellSouth employee shall inform the Customer that he or she is acting on behalf of McLeodUSA.

3.17 BellSouth shall provide telephone and/or facsimile notification of any McLeodUSA end user service request and charges therefore not authorized on the McLeodUSA service request, and obtain McLeodUSA's approval prior to commencing work.

3.18 Each Party shall train and direct its employees who have contact with End Users of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's End Users.

3.19 When McLeodUSA places an LSR, McLeodUSA shall specify a requested Due Date, and BellSouth shall specify a Due Date based on the applicable intervals. In the event McLeodUSA's requested date is less than the standard interval, McLeodUSA shall contact BellSouth by telephone and the Parties shall negotiate an expedited Due Date. This situation shall be considered an expedited order for which expedite charges will apply in accordance with BellSouth FCC No. 1 Tariff. BellSouth shall not complete the order prior to the Due Date unless authorized by McLeodUSA. If BellSouth misses the Due Date, BellSouth shall promptly notify McLeodUSA of the revised installation Due Date. If McLeodUSA requests that an order be expedited, BellSouth shall notify McLeodUSA of the status of the order (i) by the end of the same Business Day when such expedite requests are made prior to noon; or (ii) by noon the following Business Day otherwise.

3.20 McLeodUSA and BellSouth shall agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures

or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. The Parties shall use best efforts to notify each other of any modifications to these contacts within ten (10) days of any such modifications.

3.21 BellSouth shall transmit to McLeodUSA a FOC or, in the alternative, notification of the lack of available facilities within time periods specified hereafter after BellSouth's receipt of a complete and correct order from McLeodUSA, provided, however, that an order for complex services requiring a service inquiry shall be deemed received for these purposes only after completion of the service inquiry. The FOC shall contain a commitment date, which shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time. If McLeodUSA uses LENS, EDI, or any other electronic interface for the submission of the order, the FOC or notification shall be posted by BellSouth in such interface within twenty four (24) hours of receipt of the order. If McLeodUSA does not use these interfaces, or these interfaces are not available for the service or UNE being ordered, BellSouth shall transmit the FOC or notification by telecopier to a toll-free number provided by McLeodUSA within forty eight (48) hours of BellSouth's receipt of the order. When McLeodUSA submits a complete and correct LSR for SPNP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the SPNP simultaneously.

3.23 For Local Service Requests submitted via an electronic interface, BellSouth shall notify McLeodUSA via the same electronic interface, of Rejections/Errors contained in any of the data element(s) field(s) contained on any McLeodUSA Local Service Request. For Local Service Requests submitted manually, BellSouth shall notify McLeodUSA by facsimile of such Rejections and Errors. BellSouth will notify McLeodUSA of Rejections or Errors in 95% of mechanized orders within one (1) hour from BellSouth's receipt of the order. BellSouth will notify McLeodUSA of Rejections or Errors in 85% of non-mechanized and partially mechanized orders within forty-eight (48) hours from BellSouth's receipt of the order.

BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLANNING

For

CLECS

CONTENTS

PAGE

1.0 Purpose 4
2.0 Single Point of Contact 4
3.0 Identifying the Problem 4
3.1 Site Control 5
3.2 Environmental Concerns 6
4.0 The Emergency Control Center (ECC) 6
5.0 Recovery Procedures 7
5.1 CLEC Outage 7
5.2 BellSouth Outage 7
5.2.1 Loss of Central Office 8
5.2.2 Loss of a Central Office with Serving Wire Center Functions 8
5.2.3 Loss of a Central Office with Tandem Functions 8
5.2.4 Loss of a Facility Hub 9
5.3 Combined Outage (CLEC and BellSouth Equipment 9
6.0 T1 Identification Procedures 9
7.0 Acronyms 10

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 7

Billing and Billing Accuracy Certification

TABLE OF CONTENTS

1. PAYMENT AND BILLING ARRANGEMENTS 3

2. BILLING AND BILLING ACCURACY CERTIFICATION 5

3. BILLING DISPUTES 6

4. RAO HOSTING 7

5. OPTIONAL DAILY USAGE FILE 11

6. ACCESS DAILY USAGE FILE 14

7. ENHANCED OPTIONAL DAILY USAGE FILE 17

EXHIBIT A -- RATES

BILLING AND BILLING ACCURACY CERTIFICATION

1. PAYMENT AND BILLING ARRANGEMENTS

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that McLeodUSA requests. BellSouth will bill and record in accordance with this Agreement those charges McLeodUSA incurs as a result of McLeodUSA purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from McLeodUSA, McLeodUSA shall bill BellSouth in CABS format or in accordance with industry standards.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, McLeodUSA will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of McLeodUSA. McLeodUSA shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by McLeodUSA from McLeodUSA's customer. BellSouth will not become involved in billing disputes that may arise between McLeodUSA and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from McLeodUSA, the total amount billed to McLeodUSA will not include those taxes or fees for which the CLEC is exempt. McLeodUSA will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of McLeodUSA.

1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.

1.7 Discontinuing Service to McLeodUSA. The procedures for discontinuing service to McLeodUSA are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by McLeodUSA of the rules and regulations contained in BellSouth's tariffs.

1.7.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to McLeodUSA that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to McLeodUSA at the billing address to discontinue the provision of existing services to McLeodUSA at any time thereafter.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and McLeodUSA's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to McLeodUSA without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, McLeodUSA's services will be discontinued. Upon discontinuance of service on McLeodUSA's account, service to the McLeodUSA's end users will be denied. BellSouth will reestablish service at the request of the end user or McLeodUSA for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. McLeodUSA is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, McLeodUSA will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in McLeodUSA's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING AND BILLING ACCURACY CERTIFICATION

2.1 Upon request, BellSouth and McLeodUSA will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to

any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2 As part of the billing quality assurance program, BellSouth and McLeodUSA will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide McLeodUSA with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, McLeodUSA will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. BILLING DISPUTES

3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services

Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

4. RAO HOSTING

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to McLeodUSA by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

4.2 McLeodUSA shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Applicable compensation amounts will be billed by BellSouth to McLeodUSA on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4 McLeodUSA must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from McLeodUSA to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of McLeodUSA and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from McLeodUSA that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from McLeodUSA.

4.7 All data received from McLeodUSA that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

4.8 All data received from McLeodUSA that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by McLeodUSA and will forward them to McLeodUSA on a daily basis.

4.10 Transmission of message data between BellSouth and McLeodUSA will be via CONNECT:Direct.

4.11 All messages and related data exchanged between BellSouth and McLeodUSA will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

4.12 McLeodUSA will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

4.13 Should it become necessary for McLeodUSA to send data to BellSouth more than sixty (60) days past the message date(s), McLeodUSA will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and McLeodUSA to notify all affected Parties.

4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or McLeodUSA) identified and agreed to, the company responsible for creating the data (BellSouth or McLeodUSA) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from McLeodUSA, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify McLeodUSA of the error condition. McLeodUSA will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, McLeodUSA will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

4.16 In association with message distribution service, BellSouth will provide McLeodUSA with associated intercompany settlements reports (CATS and NICS) as appropriate.

4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.

4.18 RAO Compensation

4.18.1 Rates for message distribution service provided by BellSouth for McLeodUSA are as set forth in Exhibit A to this Attachment.

4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.

4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and McLeodUSA for the purpose of data transmission. Where a dedicated line is required, McLeodUSA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. McLeodUSA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to McLeodUSA. Additionally, all message toll charges associated with the use of the dial circuit by McLeodUSA will be the responsibility of McLeodUSA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

4.18.4 All equipment, including modems and software, that is required on the McLeodUSA end for the purpose of data transmission will be the responsibility of McLeodUSA.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by McLeodUSA as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between McLeodUSA and the involved company(ies), unless that company is participating in NICS.

4.19.2 Both traffic that originates outside the BellSouth region by McLeodUSA and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by McLeodUSA, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by McLeodUSA, involves a company other than McLeodUSA, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

4.19.3 Once McLeodUSA is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of McLeodUSA. BellSouth will distribute copies of these reports to McLeodUSA on a monthly basis.

4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of McLeodUSA. BellSouth will distribute copies of these reports to McLeodUSA on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by McLeodUSA from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of McLeodUSA. BellSouth will remit the revenue billed by McLeodUSA to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on McLeodUSA. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to McLeodUSA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7 BellSouth will collect the revenue earned by McLeodUSA within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of McLeodUSA. BellSouth will remit the revenue billed by McLeodUSA within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee

of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to McLeodUSA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and McLeodUSA agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

5. OPTIONAL DAILY USAGE FILE

5.1 Upon written request from McLeodUSA, BellSouth will provide the Optional Daily Usage File (ODUF) service to McLeodUSA pursuant to the terms and conditions set forth in this section.

5.2 The McLeodUSA shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a McLeodUSA customer.

Charges for delivery of the Optional Daily Usage File will appear on the McLeodUSA's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of McLeodUSA will be the responsibility of -McLeodUSA. If, however, McLeodUSA should encounter significant volumes of errored messages that prevent processing by McLeodUSA within its systems, BellSouth will work with McLeodUSA to determine the source of the errors and the appropriate resolution.

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 USAGE TO BE TRANSMITTED

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the McLeodUSA:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

- measured billable Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Operator Services Message Attempted Calls (Network Element only)

- Credit/Cancel Records

- Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to McLeodUSA.

5.6.1.4 In the event that McLeodUSA detects a duplicate on Optional Daily Usage File they receive from BellSouth, McLeodUSA will drop the duplicate message (McLeodUSA will not return the duplicate to BellSouth).

5.6.2 PHYSICAL FILE CHARACTERISTICS

5.6.2.1 The Optional Daily Usage File will be distributed to McLeodUSA via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and McLeodUSA for the purpose of data transmission. Where a dedicated line is required, McLeodUSA will be responsible for ordering the circuit, overseeing its

installation and coordinating the installation with BellSouth. McLeodUSA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to McLeodUSA. Additionally, all message toll charges associated with the use of the dial circuit by McLeodUSA will be the responsibility of McLeodUSA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on McLeodUSA end for the purpose of data transmission will be the responsibility of McLeodUSA.

5.6.3 PACKING SPECIFICATIONS

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to McLeodUSA which BellSouth RAO that is sending the message. BellSouth and McLeodUSA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by McLeodUSA and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

5.6.4.1 McLeodUSA will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. McLeodUSA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to McLeodUSA by BellSouth.

5.6.5 CONTROL DATA

McLeodUSA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate McLeodUSA received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by McLeodUSA for reasons stated in the above section.

5.6.6 TESTING

5.6.6.1 Upon request from McLeodUSA, BellSouth shall send test files to McLeodUSA for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that McLeodUSA set up a production (LIVE) file. The live test may consist of McLeodUSA's employees making test calls for the types of services McLeodUSA requests on the Optional Daily Usage File. These test calls are logged by McLeodUSA, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. ACCESS DAILY USAGE FILE

6.1. Upon written request from McLeodUSA, BellSouth will provide the Access Daily Usage File (ADUF) service to McLeodUSA pursuant to the terms and conditions set forth in this section.

6.2 The McLeodUSA shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that McLeodUSA has purchased from BellSouth.

6.4 Charges for delivery of the Access Daily Usage File will appear on the McLeodUSA's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.5 Messages that error in the billing system of the McLeodUSA will be the responsibility of the McLeodUSA. If, however, the McLeodUSA should encounter significant volumes of errored messages that prevent processing by the McLeodUSA within its systems, BellSouth will work with the McLeodUSA to determine the source of the errors and the appropriate resolution.

6.6 USAGE TO BE TRANSMITTED

6.6.1 The following messages recorded by BellSouth will be transmitted to McLeodUSA:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.6.2 When McLeodUSA purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (McLeodUSA is BellSouth's toll customer):

BellSouth will bill resale toll rates to McLeodUSA and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to McLeodUSA via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to McLeodUSA and send access record to McLeodUSA.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to McLeodUSA and send access record to McLeodUSA.

6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to McLeodUSA.

6.6.4 In the event that McLeodUSA detects a duplicate on the Access Daily Usage File they receive from BellSouth, McLeodUSA will drop the duplicate message (McLeodUSA will not return the duplicate to BellSouth).

6.6.5 PHYSICAL FILE CHARACTERISTICS

6.6.5.1 The Access Daily Usage File will be distributed to McLeodUSA via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed

during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and McLeodUSA for the purpose of data transmission. Where a dedicated line is required, McLeodUSA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. McLeodUSA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to McLeodUSA. Additionally, all message toll charges associated with the use of the dial circuit by McLeodUSA will be the responsibility of McLeodUSA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on McLeodUSA end for the purpose of data transmission will be the responsibility of McLeodUSA.

6.6.6 PACKING SPECIFICATIONS

6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to McLeodUSA which BellSouth RAO that is sending the message. BellSouth and McLeodUSA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by McLeodUSA and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

6.6.7.1 McLeodUSA will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. McLeodUSA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to McLeodUSA by BellSouth.

6.6.8 CONTROL DATA

McLeodUSA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate McLeodUSA received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by McLeodUSA for reasons stated in the above section.

6.6.9 TESTING

6.6.9.1 Upon request from McLeodUSA, BellSouth shall send test files to McLeodUSA for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. ENHANCED OPTIONAL DAILY USAGE FILE

7.1 Upon written request from McLeodUSA, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to McLeodUSA pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 McLeodUSA shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the McLeodUSA's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.5 Messages that error in the billing system of McLeodUSA will be the responsibility of McLeodUSA. If, however, McLeodUSA should encounter significant volumes of errored messages that prevent processing by McLeodUSA within its systems, BellSouth will work with McLeodUSA to determine the source of the errors and the appropriate resolution.

7.6 The following specifications shall apply to the Optional Daily Usage Feed.

7.6.1 USAGE TO BE TRANSMITTED

7.6.1.1 The following messages recorded by BellSouth will be transmitted to

McLeodUSA:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to McLeodUSA.

7.6.1.3 In the event that McLeodUSA detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, McLeodUSA will drop the duplicate message (McLeodUSA will not return the duplicate to BellSouth).

7.6.2 PHYSICAL FILE CHARACTERISTICS

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to McLeodUSA over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among McLeodUSA's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and McLeodUSA for the purpose of data transmission. Where a dedicated line is required, McLeodUSA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. McLeodUSA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to McLeodUSA. Additionally, all message toll charges associated with the use of the dial circuit by McLeodUSA

will be the responsibility of McLeodUSA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on McLeodUSA end for the purpose of data transmission will be the responsibility of McLeodUSA.

7.6.3 PACKING SPECIFICATIONS

7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to McLeodUSA which BellSouth RAO that is sending the message. BellSouth and McLeodUSA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by McLeodUSA and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH/MCLEODUSA RATES
ODUF/EDOUF/ADUF/CMDS

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
ODUF/EODUF/ADUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.008	$0.0008611	$0.00019	$0.0001179	$0.008	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.004	$0.0032357	$0.0024	$0.0032089	$0.004	$0.0032344	$0.004
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ADUF: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
CMDS: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$54.95	$55.68	$47.30	$54.62	$54.95	$54.72	$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30
ADUF: Message Processing, per magnetic tape provisioned	N/A	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.001	$0.0000365	$0.00003	$0.0000354	$0.001	$0.0000357	$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

Pursuant to terms and conditions negotiated between e.spire and BellSouth's Competitive Structure Provisioning Center and pursuant to 47 U.S.C. § 224, BellSouth will provide nondiscriminatory access to poles, ducts, conduit, and rights-of-way owned or controlled by BellSouth.

Attachment 9

Performance Measurements

Attachment 9

Service Quality Measurements

1. Scope

1.1 This Attachment includes all Service Quality Measurements applicable to this Agreement.

1.2 If the Commission issues an order mandating certain service quality measurements or performance measurements and associated remedies, such order will supercede this Attachment on the effective date of the order. Such order will only be effective in the state in which the ordered was issued.

2. Reporting

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to McLeodUSA in accordance with BellSouth's Service Quality Measurements, which are contained in Exhibit A, located on the BellSouth internet website.

3. Modifications to Measurements

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A, located on the BellSouth internet website, each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of McLeodUSA. McLeodUSA may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, beordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 24.3 of the General Terms and Conditions of this Agreement, incorporated herein by reference. Nothing herein shall preclude either party from participating in any proceeding involving BellSouth's Service Quality Measurements or from advocating that those Measurements be modified from those contained herein.

3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

4. Dispute Resolution

4.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement	Pre-Ordering		
	Ordering		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement	Pre-Ordering		
	Ordering		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
McLeodUSA
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

1.0 The Parties agree that McLeodUSA is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. McLeodUSA also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.

2.0 Bona Fide Requests ("BFR") are to be used when McLeodUSA makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when McLeodUSA makes a request of BellSouth to provide a new or custom capability or function to meet McLeodUSA's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between McLeodUSA and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

3.0 A BFR shall be submitted in writing by McLeodUSA and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a McLeodUSA's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to McLeodUSA's Account Executive.

4.0 McLeodUSA may cancel a BFR or NBR at any time. If McLeodUSA cancels the request more than three (3) business days after submitting it, McLeodUSA shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If McLeodUSA does not cancel a BFR or NBR, McLeodUSA shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

5.0 Within fifteen (15) business days of its receipt of a BFR or NBR from McLeodUSA, BellSouth shall respond to McLeodUSA by providing a

preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.

6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within forty (40) business days after receipt of the BFR. BellSouth may, but shall not be required, to provide a firm time and cost proposal for a NBR.

7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, McLeodUSA must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, McLeodUSA may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

8.0 Unless McLeodUSA agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.

10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

AMENDMENT
TO THE
AGREEMENT BETWEEN
MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 5, 2000

Pursuant to this Amendment, (the "Amendment"), McLeodUSA Telecommunications Services, Inc. ("McLeodUSA"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 5, 2000 ("Agreement").

WHEREAS, BellSouth and McLeodUSA entered into the Agreement on April 5, 2000, and;

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

1. Delete in its entirety Section(s) 6, 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.3.1, 6.1.3.2, 6.1.4, and 6.2 and replace with new Section(s) 6, 6.1, 6.1.1, 6.1.2, 6.1.2.1, 6.1.3 and 6.1.4 as follows:

6. Interconnection Compensation

6.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.

6.1.2 ISP-bound Traffic is defined as calls to an Internet Service Provide or Information Service Provider ("ISPs") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic subject to interstate access.

6.1.2.1 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

Effective Date – 12/31/01	$.00175 per MOU
1/1/02 – 12/31/02	$.00150 per MOU

6.1.3 The Parties will utilize bill and keep to compensate each other for ISP-bound Traffic. Pursuant to the FCC's Intercarrier Compensation for ISP –Bound Traffic, *Order on Remand and Report and Order*, CC Dkt. Nos. 96-98 and 99-68, FCC 01-31 (rel. April 27, 2001), all traffic that exceeds a 3 to 1 ratio is ISP-bound Traffic.

6.1.4 Neither Party shall represent switched access traffic as Local Traffic for purposes of payment of reciprocal compensation.

2. All of the other provisions of the Agreement, dated April 5, 2000, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

McLeodUSA Telecommunications Services, Inc.	**BellSouth Telecommunications, Inc.**
By: Signature on file	By: Signature on file
Name: David R. Conn	Name: C. W. Boltz
Title: Vice Presiden	Title: Managing Director
Date: 7/27/01	Date: 8-3-01

AMENDMENT
TO THE
AGREEMENT BETWEEN
MCLEODUSA TELECOMMUNICATIONS SERVICES, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 5, 2001

Pursuant to this Amendment, (the "Amendment") McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated April 5, 2001 ("Agreement").

WHEREAS, BellSouth and McLeodUSA entered into the Agreement on April 5, 2001, and;

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

1. Attachment 1, Resale, Section 7.7, is hereby deleted in its entirety and replaced with new Section 7.7, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.

2. Attachment 7, Billing and Billing Accuracy Certification, Section 1.8, is hereby deleted in its entirety and replaced with a new Section 1.8, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.

3. All of the other provisions of the Agreement, dated April 5, 2001, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.	**McLeodUSA Telecommunications Services, Inc.**
By: _____	By: _____
Name: Greg Follensbee	Name: _____
Title: Senior Director	Title: _____
Date: _____	Date: _____

Attachment 1 – Resale

6.7 McLeodUSA shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves McLeodUSA from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release McLeodUSA from its obligation to make complete and timely payments of its bill. McLeodUSA shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in McLeodUSA's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event McLeodUSA fails to remit to BellSouth any deposit requested pursuant to this Section, service to McLeodUSA may be terminated, and any security deposits will be applied to McLeodUSA's account(s). In the event McLeodUSA defaults on its account, service to McLeodUSA will be terminated, and any security deposits will be applied to its account.

Attachment 7 - Billing and Billing Accuracy Certification

1.8 McLeodUSA shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release McLeodUSA from its obligation to make complete and timely payments of its bill. McLeodUSA shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in McLeodUSA's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event McLeodUSA fails to remit to BellSouth any deposit requested pursuant to this Section, service to McLeodUSA may be terminated, and any security deposits will be applied to McLeodUSA's account(s). In the event that McLeodUSA defaults on its account, service to McLeodUSA will be terminated in accordance with Section 1.7 of this Attachment, and any security deposits held will be applied to its account.