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at&t

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August 31, 2007

VIA FEDERAL EXPRESS

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Re: Petition of DIECA Communications, Inc. d/b/a Covad Communications Company for Arbitration of Interconnection Agreement Amendment with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996
PSC 2004-00259

Dear Ms. O'Donnell:

Pursuant to the Commission's Order dated August 13, 2007, enclosed for filing in this case is the executed Interconnection Agreement between BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T Kentucky"), and DIECA Communications, Inc., d/b/a Covad Communications Company ("Covad"). One paper copy and three (3) CDs of the filing are enclosed.

Thank you for you assistance in this matter. Please contact me if there are any questions.

Sincerely,

Mary K. Keyer

Mary K. Keyer

cc: Parties of Record

688574-v4

BELLSOUTH® / CLEC Agreement

Customer Name: DIECA Communications, Inc. dba Covad Communications Company

Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

DIECA Communications, Inc. dba Covad Communications Company

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General Terms and Conditions

AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between AT&T Telecommuncations, Inc.,d/b/a AT&T Alabama, AT&T Floridaa, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, (AT&T), a Georgia corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad"), a Virginia corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or Covad or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Covad is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

WHEREAS, Covad wishes to resell AT&T's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and Covad agree as follows:

Definitions

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.

Commission is defined as the appropriate regulatory agency in each state of AT&T's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

Day(s) Unless otherwise stated, references to days shall be calendar days.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement.

Future amendments will be effective thirty (30) days after the date of the last signature executing the amendment. Amendments implementing changes to rates will provide, within the amendment, for an effective date of the rate change as established by the Commission order changing the rate, subject to superceding or intervening orders by a court, Commission, or the FCC with competent jurisdiction. In the absence of a provision in the Commission order changing the rate specifying the effective date of the rate change, the Parties agree that the rate change will be effective upon the Effective Date of the amendment implementing the rate change, provided either Party has requested an amendment to implement the order within thirty (30) days of the effective date of the Commission order.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. CLEC Certification

1.1 Prior to execution of this Agreement, Covad agrees to provide AT&T in writing Covad's CLEC certification for all states covered by this Agreement except Kentucky prior to AT&T filing this Agreement with the appropriate Commission for approval.

1.2 To the extent Covad is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Covad may not purchase services hereunder in that state. Covad will notify AT&T in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this agreement. Upon notification, AT&T will file this Agreement with the appropriate Commission for approval Term of the Agreement

2.1 The term of this Agreement shall be five years, beginning on the Effective Date and shall apply to the AT&T territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date unless a Commission with competent jurisdiction explicitly orders otherwise, irrespective of the provisions of this Agreement.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.4 below, 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 Section 2.3 below.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. 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 of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective as of the effective date of the follow-on or Subsequent Agreement

2.4 Except as set forth in Section 2.5 below, 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 no arbitration proceeding has been filed in accordance with 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to Covad pursuant to the terms, conditions and rates set forth in AT&T's then current standard interconnection agreement. In the event that AT&T'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 as of the date of the execution.

2.5 Notwithstanding Section 2.3 above, in the event that as of the expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above and (2) Covad either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

2.6 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of AT&T's facilities or service, abuse of AT&T's facilities or any other material breach of this Agreement. AT&T shall notify Covad via the Notices section of the General Terms and Conditions and provide Covad with reasonable time to cure depending on the severity of the violation. For cases in which time is not of the essence, Covad will have ten (10) days to cure the said violation or non-compliance before AT&T takes any action to suspend, discontinue, or terminate Covad's account. Once AT&T has taken action to suspend, discontinue, or terminate Covad's account, all monies owed on all outstanding invoices shall become due.

2.7 If, at any time during the term of this Agreement, AT&T is unable to contact Covad pursuant to the Notices provision hereof or any other contact information provided by Covad under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Covad pursuant to the Notices section hereof.

3. Operational Support Systems

Covad shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. Parity

When Covad purchases Telecommunications Services from AT&T pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services including, but not limited to, pre-ordering, ordering, maintenance and trouble reporting, and daily usage functionality, shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to Covad shall be at least equal in quality to that which AT&T provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of AT&T and the network of Covad shall be at a level that is equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet

the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by AT&T's End Users and service quality as perceived by Covad.

5. Court Ordered Requests for Call Detail Records and Other Subscriber Information

5.1 Subpoenas Directed to AT&T. Where AT&T provides resold services or local switching for Covad, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to Covad End Users. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for Covad End Users for the same length of time it maintains such information for its own End Users.

5.2 Subpoenas Directed to Covad. Where AT&T is providing to Covad Telecommunications Services for resale or providing to Covad the local switching function, then Covad agrees that in those cases where Covad receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Covad End Users, and where Covad does not have the requested information, Covad will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with 5.1 above.

5.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

6. Liability and Indemnification

6.1 Covad Liability. In the event that Covad consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Covad under this Agreement.

6.2 Liability for Acts or Omissions of Third Parties. Subject to 6.3.3, neither Party shall be liable to the other Party for any act or omission of another telecommunications company providing services to either Party.

6.3 Limitation of Liability.

6.3.1.1 Liability Cap. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Covad, any Covad customer or by any other person or entity, for damages associated with any of the services provided by AT&T 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, AT&T'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 from the gross negligence or willful misconduct of AT&T shall not be subject to such limitation of liability. Any damages found payable to Covad under this Section shall be reduced by the amount of any performance penalties for the same occurrence payable to Covad under this Agreement.

6.3.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by AT&T, any AT&T customer or by any other person or entity, for damages associated with any of the services provided by Covad 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, Covad'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 from the gross negligence or willful misconduct of Covad shall not be subject to such limitation of liability.

6.3.1.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's End Users' 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 Party's failure to ground properly a local loop after disconnection using sound engineering principles.

6.3.2 The Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's end user(s) arising from such end user's use of any service, including 911/E911, that the end user has obtained from the receiving Party and that the receiving Party has obtained from the providing Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to 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 providing Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the providing Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 9, supra, relating to intellectual property infringement.

6.3.3 Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by

any person relating to the other Party or the other Party's customer's use of services so provided.

6.3.4 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to the indemnification provisions of this Section 6, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "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 request 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. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party when such course of action in representation of the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 6 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

6.4 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.

6.5 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users 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 the End User or third party for (i) any loss relating to or arising out of this Agreement, whether 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.

6.4.1 Neither AT&T nor Covad shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

6.4.2 Under no circumstance shall a Party 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, except where such damages are caused by gross negligence or intentional misconduct. 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.

6.4.3 Subject to 6.2 above, to the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

6.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

7. Intellectual Property Rights and Indemnification

7.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the

same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

7.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable 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 in 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. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. 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.

7.3 Intellectual Property Remedies

7.3.1 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 infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 preceding.

7.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the 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 and sole option, but subject to the limitations of liability set forth below:

7.3.2.1. modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

7.3.2.2. obtain a license sufficient to allow such use to continue.

7.3.3. In the event Section 7.3.2.1 or 7.3.2.2 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.

7.3.4. Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or

equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

7.3.5. 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.

7.3.6. Dispute Resolution. Any claim arising under this Section 7 shall be excluded from the dispute resolution procedures set forth in Section 9 and shall be brought in a court of competent jurisdiction.

8. Proprietary and Confidential Information

8.1 Proprietary and Confidential Information. It may be necessary for AT&T and Covad, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

8.1.1 Each Party shall fully comply with all Customer Proprietary Network Information ("CPNI") and carrier information set forth in Section 222 of the Act and the FCC's rules and regulations implementing, or promulgated under, Section 222 of the Act.

8.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have

access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents. Recipient will not make any copies of the Information inspected by it without written approval by Discloser's authorized representatives, which shall not be unreasonably withheld.

8.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

8.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser at Discloser's expense to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

8.4 Recipient agrees to use the Information identified under this section solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

8.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

8.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

8.7 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 8 is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates may be entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 8. Such remedy is not the exclusive remedy for any breach or threatened breach of this Section 8, but is in addition to all other rights and remedies available at law or in equity.

8.8 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7.3.6 shall survive and continue in effect until two (2) years after the

expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9. Resolution of Disputes

9.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, to the extent seeking resolution of the dispute shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9.2 To the extent the Commission does not have the authority to grant the relief sought, the aggrieved Party shall have the right to seek legal and equitable remedies on any and all legal and equitable theories in any court of competent jurisdiction for any and all claims or causes of action, subject to limitations on liability contained in this Agreement.

10. Taxes

10.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be 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.

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

10.2.1 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.

10.2.1 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.

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

10.3.1 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.

10.3.2 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.

10.3.3 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 therefore, 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.

10.3.4 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.

10.3.5 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.

10.3.6 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; provided, however, that this provision shall not apply to any interest, penalties, or other charges or payable expenses (including reasonable attorney fees) attributable to the providing Party's failure to timely remit any taxes or fees collected from the purchasing Party as a result of the Provisioning Party's negligent act or omission.

10.3.7 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.

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

10.4.1 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.

10.4.2 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.

10.4.3 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.

10.4.4 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.

10.4.5 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.

10.4.6 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 attorneys' 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.

10.4.7 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.

10.5 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.

11. 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, hurricane, 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 Covad, 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. During a Force Majeure event, AT&T will provide Covad with the same parity as set forth in Section 4.

12. Adoption of Agreements

12.1 Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, AT&T shall provide Covad with a copy of any entire interconnection agreement filed with AT&T and approved pursuant to 47 USC § 252, subject to administrative changes (i.e., name and contact changes).

12.2 The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

13. Modification of Agreement

13.1 If Covad 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 Covad to notify AT&T of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

13.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

13.3 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 Covad or AT&T to perform any material terms of this Agreement, Covad or AT&T may, on thirty (30) calendar 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) calendar days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

14. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply 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).

15. Indivisibility. Subject to Section 16 below, the Parties intend that this Agreement, and as it shall be amended from time to time, be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by AT&T of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

16. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

17. Waivers

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 performance of any and all of the provisions of this Agreement.

18. Governing Law

Where, this Agreement shall be governed by and construed and enforced in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC, states and appropriate Commission(s). In all other respects, 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.

19. Assignments and Transfers

19.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Such consent shall not be unreasonably withheld The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that is subject to this Agreement. After consent has been obtained, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Covad shall not be permitted to assign this Agreement, in whole or in part, to any entity unless either (1) Covad pays all undisputed outstanding amounts due under this Agreement and the assignee assumes liability for all outstanding disputed amounts due under this Agreement, or 2) the assignee assumes liability for payment of all outstanding amounts due under this Agreement.

19.2 In the event that either party desires to transfer any services hereunder to another provider of Telecommunications Service, or Covad desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service as discussed above, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

20. Notices

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

AT&T Telecommunications, Inc.
AT&T Local Contract Manager
600 North 19th Street, 8th floor

Birmingham, AL 35203

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

DIECA Communications, Inc., d/b/a Covad Communications Company

Charles E. Watkins
Senior Counsel
Covad Communications Company
1230 Peachtree Street, NE
19th Floor, Promenade II
Atlanta, Georgia 30309
404.942.3492
404.942.3495 fax
gwatkins@covad.com

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

20.2 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.

20.3 AT&T will post changes to business processes and policies, not requiring an amendment to this Agreement, notices required to be posted to AT&T's website, and any other information of general applicability to CLECs.

21. Rule of Construction

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

22. 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.

23. Multiple Counterparts

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

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Covad shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Covad and AT&T equally. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Covad is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

26. Necessary Approvals

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.

27. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Covad as a requesting carrier under the Act).

29. Rate True-Up

29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

29.2 The designated true-up rates 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. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates 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 shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

29.3 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon AT&T and Covad specifically or upon all carriers generally, such as a generic cost proceeding.

30. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.3 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement subject to Section 15 above. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Covad acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. 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.

31.2 The Parties acknowledge that certain provisions of this Agreement incorporate by reference various AT&T documents and publications (collectively referred to herein as the "Provisions") and that AT&T may, from time to time during the term hereof, change or alter said Provisions, which changes shall become effective pursuant to the terms of the notice to via the applicable Internet website posting. The Parties agree

that unless the change or alteration was made as a result of the Change Control Process (CCP) or a revision to an industry standard or guideline (such as Ordering Billing Forum (OBF) or Telcordia guidelines), or unless Covad agrees to such change or alteration, any such change or alteration shall not become effective with respect to Covad to the extent that (1) it alters, amends or conflicts with any term of this Agreement; (2) it changes any charge or rate, or the application of any charge or rate, specified in this Agreement; or (3) it causes Covad to incur material cost or expense to implement internal operational changes or systems modifications associated with the change or alteration. For purposes of item (3), a cost or expense shall only be deemed material if it imposes a material financial burden on COVAD, but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to COVAD pursuant to the requirements of this Section, either Party may, at its option, file a formal complaint with the Commission pursuant to the dispute resolution provisions of this Agreement. Any such alteration or amendment in dispute resolution shall not be Effective until the dispute is resolved by final order of the commission or until the parties agree otherwise.

31.3 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
AT&T Disaster Recovery Plan
Bona Fide Request/New Business Request Process

General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.	**DIECA Communications, Inc. dba Covad Communications Company d/b/a Covad Communications Company**
By:	By:
Name: Kristen E. Rowe	Name: James A. Kirkland
Title: Director	Title: EVP, Strategic Dev & GC
Date:	Date: 7/23/07

Attachment 1

Resale

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RESALE

1. Discount Rates

1.1 The discounts rates applied to Covad's purchases of AT&T Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by AT&T when selling a service for wholesale purposes.

1.2 The telecommunications services available for purchase by Covad for the purposes of resale to Covad's End Users shall be available at AT&T's tariffed rates less the discount set forth in Exhibit D and subject to the exclusions and limitations set forth in Exhibit A.

2. Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.

2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by AT&T.

2.4 END USER means the ultimate user of the Telecommunications Service.

2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by AT&T. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.7 RESALE means an activity wherein a certificated CLEC, such as Covad, subscribes to the telecommunications services of AT&T and then offers those telecommunications services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of AT&T's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, AT&T shall make available to Covad for resale those telecommunications services AT&T makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff, to customers who are not telecommunications carriers.

3.1.1 When Covad 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.

3.2 Covad as a reseller of Lifeline and Link-Up Services hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 417(a) and (b). This includes the requirements set forth in AT&T's GSST, Sections A3.31 and A4.7.

3.2.1 Covad shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three (3) full preceding calendar years, and Covad shall provide such documentation to the FCC or it's Administrator upon request.

3.2.2 In Tennessee, if Covad does not resell Lifeline service to any End Users, and if Covad agrees to order an appropriate Operator Services/Directory Assistance block as set forth in AT&T's GSST, the discount shall be twenty-one point fifty-six percent (21.56%).

3.2.2.1 In the event Covad resells Lifeline service to any End User in Tennessee, AT&T will begin applying the sixteen percent (16%) discount rate to all services. Upon Covad and AT&T's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service End Users, the discount shall be applied as set forth in Section 3.2.2 above for the non-Lifeline affected Master Account (Q-account).

3.2.2.2 Covad must provide written notification to AT&T within thirty (30) days prior to either providing its own operator services/directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of twenty-one point fifty-six percent (21.56%).

3.3 Covad may purchase resale services from AT&T for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.3.1 Covad must resell services to other End users.

3.3.2 Covad cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.

3.3.3 Covad will be the customer of record for all services purchased from AT&T. Except as specified herein, AT&T will take orders from, bill and receive payment from Covad for said services.

3.4 Covad will be AT&T's single point of contact for all services purchased pursuant to this Agreement. AT&T shall have no contact with the End User except to the extent provided for herein.

3.5 AT&T will continue to bill the End User for any services that the End User specifies it wishes to receive directly from AT&T. AT&T maintains the right to serve directly any End User within the service area of Covad. AT&T will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Covad. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 AT&T will accept a request from another CLEC for conversion of the End User's service from Covad to such other CLEC. Upon completion of the conversion AT&T will notify Covad that such conversion has been completed.

3.5.2 When an End User of Covad or AT&T elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the AT&T Product and Services Interval Guide.

3.5.3 AT&T and Covad will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from AT&T or Covad to the other Party until such time that the order for service has been completed.

3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. 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 AT&T, and no right to the continuance of service through any particular central office. AT&T reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever AT&T deems it necessary to do so in the conduct of its business and in accordance with AT&T practices and procedures on a nondiscriminatory basis.

3.7 Where AT&T provides resold services to Covad, AT&T will provide Covad with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Covad acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Covad 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, Covad shall return unused intermediate telephone numbers to AT&T upon AT&T's request. AT&T shall make all such requests on a nondiscriminatory basis.

3.8 AT&T will allow Covad to designate up to one hundred (100) intermediate telephone numbers per CLLIC, for Covad's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and

regulations. Covad acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and AT&T has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six (6) months supply of numbering resources.

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

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

3.11 AT&T can refuse service when it has grounds to believe that service will be used in violation of the law.

3.12 AT&T will cooperate with law enforcement agencies with subpoenas and court orders relating to Covad's End Users, pursuant to Section 4 of General Terms and Conditions.

3.13 If Covad or its End Users utilize a AT&T resold telecommunications service in a manner other than that for which the service was originally intended as described in AT&T's retail tariffs, Covad has the responsibility to notify AT&T. AT&T will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by AT&T to provide service to Covad remain the property of AT&T.

3.15 Service Ordering and Operations Support Systems (OSS)

3.15.1 Covad must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. AT&T has developed and made available the interactive interfaces by which Covad may submit a Local Service Request (LSR) electronically as set forth in Attachment 6. Service orders will be in a standard format designated by AT&T.

3.15.2 LSRs submitted by means of one of these interactive interfaces will incur an electronic service order charge as set forth in Exhibit D. 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 (e.g., mail, fax, courier, etc.) will incur a manual service order charge as set forth in Exhibit D. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.16 Where available to AT&T's End Users, AT&T shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator (MWI), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line (CF/B)

- Call Forward Don't Answer (CF/DA)

Further, AT&T messaging services set forth in AT&T's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.17 AT&T shall provide branding for, or shall unbrand, voice mail services for Covad per the Bona Fide Request/New Business Request process as set forth in Attachment 11.

3.18 AT&T's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by AT&T and without the wholesale discount.

3.19 In the event Covad acquires an End User whose service is provided pursuant to a AT&T Special Assembly, AT&T shall make available to Covad that Special Assembly at the wholesale discount at Covad's option. Covad shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.20 AT&T shall provide 911/E911 for Covad End Users in the same manner that it is provided to AT&T customers. AT&T shall provide and validate Covad customer information to the Public Safety Answering Point (PSAP). AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Covad customer information in the Automatic Location Identification/Data Management System (ALI/DMS) databases used to support 911/E911 services.

3.21 Pursuant to 47 C.F.R. § 51.617, AT&T shall bill to Covad, and Covad shall pay, the End User common line charges identical to the End User common line charges AT&T bills its End Users.

4 AT&T's Provision of Services to Covad

4.1 Resale of AT&T 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 Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in AT&T's GSST, Section A23, Shared Tenant Service Section 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 AT&T reserves the right to periodically audit services purchased by Covad to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Covad shall make any and all records and data available to AT&T or AT&T's auditors on a reasonable basis. AT&T shall bear the cost of said

audit. Any information provided by Covad for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in AT&T'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 AT&T in the appropriate section of AT&T's Tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 If Covad cancels an order for resold services, any costs incurred by AT&T in conjunction with provisioning of such order will be recovered in accordance with AT&T's GSST and Private Line Services Tariffs.

4.4 Service Jointly Provisioned with an Independent Company or CLEC

4.4.1 AT&T will in some instances provision resold services in accordance with AT&T's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.

4.4.2 When Covad assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the AT&T service area only.

4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to Covad.

4.4.4 Covad must establish a billing arrangement with the ICO or other CLEC prior to assuming an End User account where such circumstances apply.

4.4.5 Specific guidelines regarding such services are available on the AT&T Interconnection Web site.

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and AT&T's GSST and Private Line Service Tariff and facilities and equipment provided by AT&T shall be maintained by AT&T.

5.2 Covad or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the written consent of AT&T.

5.3 Covad accepts responsibility to notify AT&T of situations that arise that may result in a service problem.

5.4 Covad will contact the appropriate repair centers in accordance with procedures established by AT&T.

5.5 For all repair requests, Covad shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T.

5.6 AT&T reserves the right to contact Covad's End Users, if deemed necessary, for maintenance purposes.

6. Discontinuance of Service

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

6.1.1 AT&T will deny service to Covad's End User on behalf of, and at the request of, Covad. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Covad.

6.1.2 At the request of Covad, AT&T will disconnect a Covad End User.

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

6.1.4 Covad will be made solely responsible for notifying the End User of the proposed disconnection of the service.

6.1.5 AT&T will continue to process calls made to the Annoyance Call Center and will advise Covad when it is determined that annoyance calls are originated from one of its End User's locations. AT&T shall be indemnified, defended and held harmless by Covad and/or the End User against any claim, loss or damage arising from providing this information to Covad. It is the responsibility of Covad to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in AT&T's disconnecting the End User's service.)

7. White Pages Listings

7.1 AT&T shall provide Covad and its End Users access to white pages directory listings under the following terms:

7.1.1 Listings. Covad shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include Covad residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Covad and AT&T End Users. Covad shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

7.1.2 Unlisted/Non-Published End Users. Covad will be required to provide to AT&T the names, addresses and telephone numbers of all Covad End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.

7.1.3 Inclusion of Covad End Users in Directory Assistance Database. AT&T will include and maintain Covad End User listings in AT&T's Directory Assistance databases. Covad shall provide such Directory Assistance listings to AT&T at no charge.

7.1.4 Listing Information Confidentiality. AT&T will afford Covad's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.

7.1.6 Rates. So long as Covad provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to Covad one (1) basic White Pages directory listing per Covad End User at no charge other than the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

7.2 Directories. AT&T or its agent shall make available White Pages directories to Covad End User at no charge or as specified in a separate agreement between Covad and AT&T's agent.

7.3 Procedures for submitting Covad Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

7.3.1 Covad authorizes AT&T to release all Covad SLI provided to AT&T by Covad to qualifying third parties pursuant to either a license agreement or AT&T's Directory Publishers Database Service (DPDS) in AT&T's GSST. Such Covad SLI shall be intermingled with AT&T's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.

7.3.2 No compensation shall be paid to Covad for AT&T's receipt of Covad's SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of Covad's SLI, or costs on an ongoing basis to administer the release of Covad's SLI, Covad shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Covad's SLI, Covad will be notified. If Covad does not wish to pay its proportionate share of these reasonable costs, Covad may instruct AT&T that it does not wish to release its SLI to independent publishers, and Covad shall amend this Agreement accordingly. Covad will be liable for all costs incurred until the effective date of the amendment.

7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by Covad under this Agreement. Covad shall indemnify, except to the extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T 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 AT&T's Tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Covad listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to Covad any complaints received by AT&T relating to the accuracy or quality of Covad listings.

7.3.4 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.

8. Operator Services (Operator Call Processing and Directory Assistance)

8.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls); (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and operator-assisted Directory Assistance (DA).

8.2 Upon request for AT&T OCP, AT&T shall:

8.2.1 Process 0+ and 0- dialed local calls.

8.2.2 Process 0+ and 0- intraLATA toll calls.

8.2.3 Process calls that are billed to Covad End User's calling card that can be validated by AT&T.

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and ELI requests.

8.2.9 Process emergency call trace originated by PSAP.

8.2.10 Process operator-assisted DA calls.

8.2.11 Adhere to equal access requirements, providing Covad local End Users the same IXC access that AT&T provides its own operator service (OS).

8.2.12 Exercise at least the same level of fraud control in providing OS to Covad that AT&T provides for its own OS.

8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

8.2.14 Direct customer account and other similar inquiries to the customer service center designated by Covad.

8.2.15 Provide call records to Covad in accordance with Optional Daily Usage File (ODUF) standards.

8.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide OS as long as the interface conforms to industry standards.

8.3 DA Service

8.3.1 DA Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

8.3.2 DA Service shall provide up to two (2) listing requests per call, if available and if requested by Covad's End User. AT&T shall provide caller-optional DA call

completion service at rates set forth in AT&T's GSST to one of the provided listings.

8.4 DA Service Updates. AT&T shall update End User listings changes daily. These changes include:

8.4.1 New End User connections;

8.4.2 End User disconnections;

8.4.3 End User address changes; and

8.4.4 Non-listed and non-published numbers for use in emergencies.

9. Branding for Wholesale OCP and DA

9.1 AT&T's branding feature provides a definable announcement to Covad's End Users using AT&T's DA/OCP prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows Covad to have its calls custom branded with Covad's name on whose behalf AT&T is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D.

9.2 AT&T offers three (3) branding options to Covad when ordering AT&T's DA and OCP: AT&T Branding, Unbranding and Custom Branding.

9.3 Covad's order for Custom Branding is considered firm ten (10) business days after AT&T's receipt of the order. Covad may cancel its order more than ten (10) business days after AT&T's receipt of the order. Covad shall notify AT&T in writing and shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), Covad must contact its Local Contract Manager to initiate the order via the OLNS Branding Order form.

9.4 Branding via OLNS

9.4.1 AT&T Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Covad shall not be required to purchase dedicated trunking.

9.4.2 AT&T Branding is the default branding offering.

9.4.3 For AT&T to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Covad must have its Operating Company Number (OCN(s)) and telephone numbers reside in AT&T's Line Information Database (LIDB). To implement Unbranding and Custom Branding via OLNS software, Covad must submit a manual order form which requires, among other things, Covad's OCN and a forecast, pursuant to the appropriate AT&T form provided, for the traffic volume anticipated for each AT&T Traffic Operator Position System (TOPS) during the peak busy hour. Covad shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Covad's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Covad End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10. LIDB

10.1 AT&T LIDB stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.

10.2 Where Covad is purchasing Resale services AT&T shall utilize AT&T's service order generated from Covad LSR's to populate LIDB with Covad's End User information. AT&T provides access to information in its LIDB, including Covad End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for Covad, pursuant to this Agreement, shall be available to those Telecommunications Service providers.

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

10.3 Responsibilities of the Parties

10.3.1 AT&T will administer the data provided by Covad pursuant to this Agreement in the same manner as AT&T administers its own data.

10.3.2 Covad is responsible for completeness and accuracy of the data being provided to AT&T.

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

11. Revenue Accounting Office (RAO) Hosting

11.2 RAO Hosting is not required for resale in the AT&T region.

12. Optional Daily Usage File (ODUF)

12.1 The ODUF Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D.

12.2 AT&T will provide ODUF service upon written request.

13. Enhanced Optional Daily Usage File (EODUF)

13.1 The EODUF service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D.

13.2 AT&T will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 4)

	Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2 & 3)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall® Service	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	Yes	No	No	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	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 AT&T directly.
3.	Promotions shall be available only for the term set forth in the applicable tariff.
4.	Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas.

Optional Daily Usage File

1. Upon written request from Covad, AT&T will provide the ODUF service to Covad pursuant to the terms and conditions set forth in this section.

2. Covad shall furnish all relevant information required by AT&T for the provision of the ODUF.

3. The ODUF feed provides Covad messages that were carried over the AT&T network and processed by AT&T for Covad.

4. Charges for ODUF will appear on Covad's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.

5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.

6. ODUF Specifications

6.1 ODUF Message to be Transmitted

6.1.1 The following messages recorded by AT&T will be transmitted to Covad:

6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.);

6.1.1.2 Measured local calls;

6.1.1.3 Directory Assistance messages;

6.1.1.4 IntraLATA Toll;

6.1.1.5 WATS and 800 Service;

6.1.1.6 N11;

6.1.1.7 Information Service Provider Messages;

6.1.1.8 OS Messages;

6.1.1.9 OS Message Attempted Calls;

6.1.1.10 Credit/Cancel Records; and

6.1.1.11 Usage for Voice Mail Message Service.

6.1.2 Rated Incollects (messages AT&T receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with AT&T recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 AT&T will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Covad.

6.1.4 In the event that Covad detects a duplicate on ODUF they receive from AT&T, Covad will drop the duplicate message and will not return the duplicate to AT&T.

6.2 ODUF Physical File Characteristics

6.2.1 ODUF will be distributed to Covad via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy-five (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 (1) dataset per workday per OCN. If AT&T determines the Secure FTP Mailbox is nearing capacity levels, AT&T may move the customer to CONNECT:Direct file delivery.

6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between AT&T and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. Covad will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Covad's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Covad's end for the purpose of data transmission will be the responsibility of Covad.

6.2.3 If Covad utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Covad.

6.3 ODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) 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 Covad which AT&T RAO is sending the message. AT&T and Covad will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by Covad and resend the data as appropriate.

6.4 ODUF Pack Rejection

6.4.1 Covad will notify AT&T within one (1) 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 (e.g., out-of-balance condition on grand totals, invalid data populated). Standard

ATIS EMI error codes will be used. Covad will not be required to return the actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to Covad by AT&T.

6.5 ODUF Control Data

6.5.1 Covad will send one confirmation record per pack that is received from AT&T. This confirmation record will indicate Covad's receipt of 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 Covad for reasons stated in the above section.

6.6 ODUF Testing

6.6.1 Upon request from Covad, AT&T shall send ODUF test files to Covad. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, AT&T shall request that Covad set up a production (live) file. The live test may consist of Covad's employees making test calls for the types of services Covad requests on ODUF. These test calls are logged by Covad, and the logs are provided to AT&T. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Covad, AT&T will provide the EODUF service to Covad 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. Covad shall furnish all relevant information required by AT&T for the provision of the EODUF.

3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for EODUF will appear on Covad's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.

5. All messages will be in the standard ATIS EMI record format.

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

7. EODUF Specifications

7.1 EODUF Usage To Be Transmitted

7.1.1 The following messages recorded by AT&T will be transmitted to Covad:

7.1.1.1 Customer usage data for flat rated local calls originating from Covad's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

7.1.1.1.1 Date of Call

7.1.1.1.2 From Number

7.1.1.1.3 To Number

7.1.1.1.4 Connect Time

7.1.1.1.5 Conversation Time

7.1.1.1.6 Method of Recording

7.1.1.1.7 From RAO

7.1.1.1.8 Rate Class

7.1.1.1.9 Message Type

7.1.1.1.10 Billing Indicators

7.1.1.1.11 Bill to Number

7.1.2 AT&T will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Covad.

7.1.3 In the event that Covad detects a duplicate on EODUF they receive from AT&T, Covad will drop the duplicate message and will not return the duplicate to AT&T.

7.2 EODUF Physical File Characteristics

7.2.1 EODUF feed will be distributed to Covad via FTP. The EODUF messages will be intermingled among Covad's ODUF messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If AT&T determines the Secure FTP mailbox is nearing capacity levels, AT&T may move the customer to CONNECT:Direct file delivery.

7.2.2 Data circuits (private line or dial-up) may be required between AT&T and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. Covad will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Covad's end for the purpose of data transmission will be the responsibility of Covad.

7.2.3 If Covad utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Covad.

7.3 EODUF Packing Specifications

7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Covad which AT&T RAO is sending the message. AT&T and Covad will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by Covad and resend the data as appropriate.

RESALE DISCOUNTS & RATES - Alabama

Att: 1 Exh: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					16.30										
	Business %					16.30										
	CSAs %					16.30										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.000011										
	ODUF: Message Processing, per message					0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.22										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.70	84.70	14.11	14.11						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Florida

Att: 1 Exh: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.080698										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					20.30										
	Business %					17.30										
	CSAs %					17.30										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.000007										
	ODUF: Message Processing, per message					0.002165										
	ODUF: Message Processing, per Magnetic Tape provisioned					36.02										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010888										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.229077										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						102.19	61.15	12.68	6.34						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Kentucky

Att: 1 Exh: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					16.79										
	Business %					15.54										
	CSAs %					15.54										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000136										
	ODUF: Message Processing, per message					0.002506										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.235889										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.53	93.53	15.58	15.58						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Louisiana

Att: 1 Exh: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					20.72										
	Business %					20.72										
	CSAs %					9.05										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000117										
	ODUF: Message Processing, per message					0.004641										
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.250015										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25	82.25								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Mississippi

Att: 1 Exh: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					15.75										
	Business %					15.75										
	CSAs %					15.75										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000063										
	ODUF: Message Processing, per message					0.004707										
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.250424										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						85.19	85.19	14.19	14.19						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - North Carolina

Att: 1 Exh: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					21.50										
	Business %					17.60										
	CSAs %					17.60										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000174										
	ODUF: Message Processing, per message					0.001647										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00011029										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.131005										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						188.59									
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - South Carolina

Att: 1 Exh: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					14.80										
	Business %					14.80										
	CSAs %					8.98										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge. Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000216										
	ODUF: Message Processing, per message					0.004704										
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.258301										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.89	84.89	14.14	14.14						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Tennessee

Att: 1 Exh: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					16.00										
	Business %					16.00										
	CSAs %					16.00										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000044										
	ODUF: Message Processing, per message					0.002446										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.229779										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						179.60	179.60								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00									
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 Except as set forth in Exhibit 1 hereto, This attachment sets forth rates, terms, and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to Covad for Covad's provision of Telecommunications Services in accordance with its obligations under the Telecommunications Act of 1996. Additionally, this Attachment sets forth the rates, terms, and conditions for other facilities and services AT&T makes available to Covad (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Covad to purchase other Network Elements or services.

1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party. If Covad purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.

1.3 Covad may purchase and use Network Elements and Other Services from AT&T in accordance with 47 C.F.R § 51.309.

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

1.5 A Network Element may be used for any purpose to provide Telecommunication Services but can not be used for the exclusive provisioning of mobile wireless services or interexchange services.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T shall convert a wholesale service, or

group of wholesale services, to the equivalent Network Element or Combination that is available to Covad pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Covad pursuant to Section 251 the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T (collectively "Conversion"). AT&T shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. AT&T shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from Covad. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Covad and AT&T. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.7 Except to the extent expressly provided otherwise in this Attachment, Covad may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event AT&T asserts that such Arrangements exist, AT&T shall provide Covad written notice identifying such Arrangements. Covad and AT&T shall work cooperatively to move any such arrangements to alternative facilities or disconnect such arrangements. In the event AT&T determines that Covad has in place any Arrangements after the Effective Date of this Agreement, AT&T will provide Covad with thirty (30) days written notice to begin the process of disconnecting or converting such Arrangements. If Covad fails to begin the process submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed

AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. The applicable recurring tariff charge or other applicable recurring charges shall apply to each circuit for the applicable period. In the event the Parties are unable to agree about whether such facilities are subject to this section or how to move or disconnect such facilities, then either Party may invoke Dispute Resolution Under no circumstances shall any Arrangement be disconnected or discontinued until resolved between the Parties or Dispute Resolution pursuant to this process or unless ordered otherwise by an agency or court of competent jurisdiction.

1.7.1 In addition to the foregoing, for the State of Florida, the applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30) day notice period.

1.7.2 Notwithstanding the foregoing, for the State of Georgia, those circuits for which Covad failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.2 shall be subject to the applicable switch-as-is charges set forth in Exhibit A. If an equivalent service is set forth in Exhibit 1, AT&T shall transition to such service. Otherwise, AT&T shall transition to the equivalent tariff service. To the extent no tariff equivalent service exists and no equivalent service is set forth in Exhibit 1, AT&T shall disconnect such facility or Arrangement. The applicable recurring 271 rate, resale or tariffed charge shall apply to each circuit as of March 11, 2006.

1.7.3 Notwithstanding the foregoing, for the State of North Carolina, those circuits for which Covad failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.3 shall be subject to applicable switch-as-is charges.

1.7.4 Notwithstanding the foregoing, for the State of Alabama, the written notice provided by AT&T, as described in Section 1.7, must identify by circuit identification number the specific Arrangements to be converted or disconnected. If Covad fails to dispute AT&T's identified Arrangements or fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the equivalent tariffed AT&T service as set

forth in AT&T's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.

1.7.5 Notwithstanding the foregoing, for the State of Louisiana, AT&T will provide Covad with written notice identifying the specific Arrangements which must be converted or disconnected. Covad shall have thirty (30) days from the date of the notice to submit orders to disconnect or convert the Arrangements. Those circuits to be converted to other AT&T services shall be subject to nonrecurring charges associated with that conversion. If Covad disputes AT&T's identification of Arrangements to be disconnected or converted, Covad shall send written notice of its dispute within thirty (30) days of AT&T's notice. AT&T shall not disconnect the disputed Arrangements while the dispute is being resolved. If the Parties are unable to reach a voluntary resolution of the dispute, they may petition the Commission for assistance. If Covad does not dispute AT&T's identification of Arrangements and fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T services subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T services as set forth in AT&T's tariffs. The applicable recurring tariff charges shall apply to each circuit upon conversion.

1.8 AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on the AT&T Interconnection Web site designates those wire centers that, in accordance with state Commission orders, met the FCC's established criteria for non-impairment, as of March 11, 2005, where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. AT&T's List of Unimpaired Wire Centers in Kentucky and Tennessee (AT&T's List of Unimpaired Wire Centers), also located on the AT&T Interconnection Web site, are those wire centers that AT&T proposed met the FCC's established criteria for non-impairment as of March 11, 2005 but have not yet been approved by these respective Commissions. The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers shall be subject to modification and/or the addition of wire centers without amendment to this Agreement upon subsequent orders from state Commissions in the respective generic dockets establishing the wire centers that as of March 11, 2005, were unimpaired. Notification of such modification, addition or deletion of wire centers shall be made via AT&T's Carrier Notification process on AT&T's

Interconnection Web site. Upon the Effective Date of this Agreement, Covad may not place any new orders for high capacity Dedicated Transport or high capacity Loops, as applicable, in those wire centers listed on the Master List of Unimpaired Wire Centers. In those wire centers set forth on AT&T's List of Unimpaired Wire Centers, Covad may place new orders for high capacity Loops and high capacity Dedicated Transport pursuant to Section 1.8.1 (self-certification) until such wire centers are approved by the Commissions. To the extent Covad placed orders after March 10, 2005 for high capacity Loops or high capacity Dedicated Transport in wire centers designated on the Master List of Unimpaired Wire Centers, as amended as specified above, within thirty (30) days after the Effective Date of this Agreement, or in the case of additions to the Master List of Unimpaired Wire Centers, within thirty (30) days after the notice of such addition, Covad shall submit an LSR(s) or spreadsheet(s), as applicable, identifying those non-compliant circuits to be disconnected or converted to the equivalent AT&T tariffed service or, in the State of Georgia, to the equivalent 271 service set forth in Exhibit 1. AT&T shall bill Covad the difference between the UNE recurring rates for such circuits pursuant to this Agreement and the applicable recurring charges for the equivalent AT&T tariffed service or 271 service in the State of Georgia from the date UNE circuit was installed in the unimpaired wire center to the date the circuit is disconnected or transitioned to the equivalent AT&T tariffed service. If Covad fails to submit an LSR or spreadsheet identifying such de-listed circuits within thirty (30) days as set forth above, AT&T will identify such circuits and convert them to the equivalent AT&T tariffed service, and charge Covad applicable disconnect charges for the UNE circuit and the difference between the UNE recurring rate billed for such circuit and the full non-recurring and recurring charges for the tariffed service from the date the UNE circuit was installed in the unimpaired wire center to the date the circuit is transitioned to the equivalent AT&T tariffed service. To the extent there is no equivalent AT&T tariffed service for the de-listed UNE circuit, AT&T will disconnect the circuit and bill Covad full disconnect charges.

1.8.1 Prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, Covad shall undertake a reasonably diligent inquiry to determine whether Covad is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Covad self-certifies that to the best of Covad's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in wire centers set forth on the Master List of Unimpaired Wire Centers, or AT&T's List of Unimpaired Wire Centers, AT&T shall process the request in reliance upon Covad's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek

dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill Covad the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T's favor, Covad shall submit an LSR(s) or spreadsheet(s) identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.8.2 In the event that (1) AT&T designated a wire center as unimpaired as set forth on the Master List of Unimpaired Wire Centers on the AT&T Interconnection Web site, or AT&T's List of Unimpaired Wire Centers, (2) as a result of such designation, Covad converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop Network Elements subsequent to March 10, 2005, (3) Covad otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) AT&T acknowledges, or a state or federal regulatory body with authority determines, that, at the time AT&T designated such wire center as unimpaired, such wire center did not meet the FCC's unimpairment criteria, then upon request of Covad consistent with the applicable ordering processes as reflected in the Guides located on AT&T's Interconnection Web site no later than sixty (60) days after AT&T acknowledges or the state or federal regulatory body issues an order making such a finding, AT&T shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire center that were established after such wire center was designated as unimpaired. In such instances, AT&T shall refund to Covad the difference between the rate paid by Covad for such services and the applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services, if applicable, for the period from the later of March 11, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section.

1.9 Covad may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable AT&T Technical References.

1.10 A Routine Network Modification (RNM) is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are

not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T ordinarily attaches to a DS1 Loop to activate such Loop for its own customer. They also include activities needed to enable a requesting telecommunications carrier to obtain access to a dark fiber Loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new Loop, or the installation of new aerial or buried cable for Covad. AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local Loop or sub Loop, including the time division multiplexing-based features, functions, and capabilities of a hybrid Loop, for which a requesting telecommunications carrier may obtain or has obtained access to an unbundled Loop.

1.10.1 AT&T will perform Routine Network Modifications (RNM) to unbundled Loop facilities used by Covad where the requested Loop facility has already been constructed. AT&T shall perform these RNMs to unbundled Loop facilities in a nondiscriminatory fashion, without regard to whether the Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. If AT&T has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then AT&T shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If AT&T has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. AT&T will provide a price quote for the request and, upon receipt of payment from Covad, AT&T shall perform the RNM.

1.10.2 Notwithstanding the foregoing, for the states of Alabama and Georgia, AT&T shall perform RNM at no additional charge, provided, however, for any RNM performed by AT&T for which costs are not recovered through existing rates, AT&T can seek resolution from the Commission.

1.11 Commingling of Services

1.11.1 Commingling. Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network

elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC, or the combining of an unbundled network element, or a combination of unbundled network elements, with one or more such facilities or services. Commingle means the act of commingling.

1.11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or (2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.

1.11.3 Except for the State of Georgia, notwithstanding any other provision of this agreement, AT&T shall not be obligated to commingle or combine, pursuant to this Agreement, Network Elements or Combinations with any service, network element or other offering that it is obligated to make available pursuant only to Section 271 of the Act.

1.11.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates, rates set forth in a separate agreement between the Parties, or in the State of Georgia only, in accordance with the rates set forth in Exhibit 1 of this Attachment, as applicable.

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

1.11.6 The Commingling process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

1.13 Ordering Guidelines and Processes

1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Covad should refer to the "Guides"

section of the AT&T Interconnection Web site.

1.13.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on AT&T's Interconnection Web site at: www.interconnection.AT&T.com/guides/html/unes.html.

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

1.13.4 Testing/Trouble Reporting.

1.13.4.1 Covad will be responsible for testing and isolating troubles on Network Elements. AT&T provides the DLEC TAFI interface for the testing of Loops connected to AT&T's switch. By way of the DLEC TAFI interface, Covad will have access to Mechanized Loop Testing (MLT) data unless or until AT&T discontinues using MLT for itself. Guide for the use of the DLEC TAFI interface is found at the following AT&T web site: *http://www.interconnection.AT&T.com/reference_library/guides/lens_tafi/assets/pdf/tafi_is5.pdf.* Covad must test and isolate trouble to the AT&T network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from AT&T at the time of the trouble report, Covad will be required to provide the results of the Covad test which indicate a problem on the AT&T network.

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

1.13.4.3 If Covad reports a trouble on a AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge Covad a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. Typically, test results are available to Covad upon trouble entry into TAFI. Any difference in the initial test results and outcome of a dispatch will be documented in the closeout narrative, which is available to Covad in TAFI. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event AT&T must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Covad (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Covad for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff, Section 13.3.1.

2 Loops

2.1 General. The local Loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in AT&T's central office and the Loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. AT&T shall provide the local Loop as defined herein on a non-discriminatory basis and consistent with federal and state rules, regulations, and orders and within specifications outlined in the TR73600.

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

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

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

2.1.2.2 AT&T will retire copper Loops in accordance with 251(c)(5) of the Act and 47 C.F.R § 51.325 through § 51.335 and any applicable state requirements.

2.1.2.3 Notwithstanding the foregoing, in the states of Alabama and Louisiana, AT&T shall make available DS1 and DS3 Loops in any wire center where AT&T is required to provide such Loop facilities. In the states of North Carolina and South Carolina, AT&T shall make available DS1 Loops in any wire center where AT&T is required to provide such Loop facilities.

2.1.2.4 Furthermore, in FTTH/FTTC overbuild areas, where AT&T has not yet retired copper facilities, AT&T is not required to provide non-discriminatory access to a fiber-to-the-home Loop or a fiber-to-the-curb Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

AT&T must maintain the existing copper Loop connected to the particular customer premises after deploying the fiber-to-the-home Loop or the fiber-to-the-curb-Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loops pursuant to paragraph(a)(3)(iv) of the appropriate chapter and section of the CFR.

As AT&T maintains the existing copper Loops pursuant to paragraph (a)(3)(iv) of the appropriate chapter and section of the CFR, AT&T need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case, AT&T shall restore the copper Loop to serviceable condition upon request.

AT&T, upon retiring the copper Loop pursuant to paragraph (a)(3)(iv) of the appropriate chapter and section of the CFR, shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home Loop or the fiber-to-the-curb Loop on an unbundled basis.

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide Covad access to hybrid Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2). AT&T is not required to provide access to the packet switched features, functions and capabilities of its hybrid Loops.

2.1.4 Transition for DS1 and DS3 Loops

2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending

March 10, 2006.

2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for Covad as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.1.4.5.1 or 2.1.4.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

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

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

2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, AT&T shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for Covad's Embedded Base during the Transition Period:

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

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

2.1.4.6 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers as described in Section 1.8 sets forth the list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 11, 2005.

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

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

2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 below, no future DS1 Loop unbundling will be required in that wire

center.

2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 below, no future DS3 Loop unbundling will be required in that wire center.

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

2.1.4.11.1 If Covad fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, AT&T will identify Covad's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

2.1.4.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 above or transitioned pursuant to Section 2.1.4.11.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

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

2.1.4.12.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.4.3 above but that were not included in the Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures set forth in applicable Commission orders.

2.1.4.12.2 Covad shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of a AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

2.1.4.12.2.1 For purposes of Section 2.1.4.7 above, AT&T shall make available DS1 and DS3 Loops that were in service for Covad in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

2.1.4.12.3.1 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Covad shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

2.1.4.12.3.1.1 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

2.1.4.12.3.1.2 If Covad fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Covad's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia, and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the State of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

2.1.4.12.3.1.3 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.3.1 above or transitioned pursuant to Section 2.1.4.12.3.1.2 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.5 Where facilities are available, AT&T will install Loops in compliance with AT&T's Products and Services Interval Guide available at AT&T's Web site. For orders of

fifteen (15) or more Loops on a single LSR, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.6 The Loop shall be provided to Covad in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references. Covad may utilize the unbundled Loop to provide any telecommunications services, so long as such services are consistent with industry standards. AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.8 For Loop installation requiring technician dispatch, AT&T will tag circuits at the demarcation point at the End User's premises with the Circuit ID number and the name of the ordering CLEC. If there is no technician dispatch with installation, AT&T will tag the Loop on the next required visit to the End User's location. This will be done at no cost to Covad unless the visit is due to a trouble report which results in a no trouble found, then Covad will be charged in accordance with Section 1.13.4.3. All demarcation points will be accessible to Covad technicians as access is available to AT&T technicians. Covad may place a tone on the Loop back to the demarcation point to determine which Loop is Covad's. If Covad wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Covad may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

2.1.8.1 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), Covad shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date if that Loop is a conversion from an existing working dial-tone service.

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

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

2.1.9.2 OC-TS allows Covad to order a specific time for OC to take place. AT&T will make commercially reasonable efforts to accommodate Covad's specific

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

2.1.10

	Order Coordination (OC)	**Order Coordination – Time Specific (OC-TS)**	**Test Points**	**DLR**	**Charge for Dispatch and Testing if No Trouble Found**
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office

(including 2- and 4-wire UVL) (Designed)					
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Covad must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.11 Acceptance Testing and Cooperative Testing

2.1.11.1 Acceptance testing and cooperative testing will be provided as appropriate to establish that the Loop meets the standards set forth in TR73600. For Loop turn-up involving Order Coordination, AT&T will attempt to contact Covad via a toll free number. If the CLEC cannot be reached on the due date, the order will be placed in Missed Appointment status for Customer Not Ready.

2.1.11.2 AT&T will dispatch a technician to provide normal acceptance testing on Loops agreed to between AT&T and Covad where a dispatch is required to provision the Loop. Normal acceptance testing includes: Placing a short on the tip and ring conductors, listening for tone, and placing a ground on tip and ring. AT&T will call Covad with the technician on the line to perform the above mentioned tests and Covad will within fifteen (15) minutes begin testing with the technician. The AT&T technician will test with Covad for a period not to exceed fifteen (15) minutes. Testing not considered to be normal acceptance testing as outlined above may be performed by AT&T, if requested by Covad. AT&T will charge and Covad will pay for additional acceptance testing, by paying additional acceptance charges as outlined via FCC No. 1 Tariff. AT&T shall deliver Loops which perform according to the characteristics of TR73600 for the particular Loop ordered.

2.1.11.3 Upon delivery of the Loop AT&T will contact Covad via a toll free number to provide notification of the completion of the Loop and where required, provide acceptance testing as provided for in this Agreement. The AT&T technician will dedicate twenty (20) minutes from initiating contact to completing the testing on the Loop.

2.1.11.4 If Covad is not available to perform acceptance testing within fifteen (15) minutes of AT&T's attempt to contact Covad, the order will be placed into the Missed Appointment status for Customer Not Ready, and appropriate charges will apply. |

2.1.11.5 Covad may request a vendor meet at the frame for joint testing as set forth at AT&T's Interconnection web site.

2.1.12 CLEC to CLEC Conversions for Unbundled Loops

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

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

2.1.12.3 The Loops converted to Covad pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.13 Bulk Migration

2.1.13.1 AT&T will make available to Covad a Bulk Migration process pursuant to which Covad may request to migrate port/Loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such Loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the AT&T CLEC Information Package. The CLEC Information Package is located on AT&T's Interconnection Web site at: www.interconnection.AT&T.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally,

OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

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

2.1.14 Unbundled Loop (DS1 and below) Service Rearrangements

2.1.14.1 The Unbundled Loop Service Rearrangement processes will allow changes to be made to a working Loop facility assignment within the same end-user serving wire center. Service Rearrangements will result in service outages to the customer during the time the Loop is being moved.

2.1.14.2 An Unbundled Loop Service Rearrangement connecting facility change (CFC) allows Covad to change its installed Loop from one working facility assignment to another facility assignment. CFC includes Connecting Facility Assignment (CFA) and Cable ID & Pair changes within same collocation arrangement or from collocation to collocation. CFA changes are allowed within the same multiplexer or from one multiplexer to another multiplexer. For a CFC, the Loop class of service, Loop type and the customer must remain the same.

2.1.14.3 An Unbundled Loop Service Rearrangement connecting facility move (CFM) allows Covad to move the Loop facility assignment from a collocation arrangement to a multiplexer or from a multiplexer to a collocation arrangement. CFMs require a change to the Loop basic class of service. The Loop type and the customer must remain the same.

2.1.14.4 For Unbundled Loop Service Rearrangements, AT&T shall charge the applicable "Service Rearrangement change in Loop facility" rate found in Exhibit A.

2.1.14.5 The Unbundled Loop Service Rearrangement process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 AT&T shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital Loop carrier systems, fiber/copper combination (hybrid Loop) or a combination of any of these facilities. AT&T, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, AT&T will only ensure that the newly provided facility will support voice grade services. AT&T will not guarantee that Covad will be able to continue to provide any advanced services over the new facility. AT&T will offer UVL in two (2) different service levels - Service Level One (SL1) and Service Level Two (SL2).

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

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

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Covad. 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 Covad to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

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

transmission scheme or service.

2.3.2 AT&T shall make available the following UDLs, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN/IDSL Digital Loop;

2.3.2.2 2-wire Unbundled ADSL Compatible Loop;

2.3.2.3 2-wire Unbundled HDSL Compatible Loop;

2.3.2.4 4-wire Unbundled HDSL Compatible Loop;

2.3.2.5 4-wire Unbundled DS1 Digital Loop;

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

2.3.2.7 DS3 Loop; or

2.3.2.8 STS-1 Loop.

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

2.3.4 IDSL Loop. AT&T will grandfather the IDSL compatible Loop, known internally at AT&T as the Universal Digital Channel (UDC), as part of its Unbundled Digital Loop offerings an xDSL capable Loop. AT&T agrees to support Covad's embedded base of UDC Loops as is until such Loops are no longer on AT&T's network. The IDSL compatible Loop has the same physical characteristics and transmission specifications as AT&T's ISDN capable Loop. The ISDN Loop's technical specifications governing this Loop are set forth in AT&T's TR73600. Should changes be made to the ISDN Loop that are different from the specifications found in TR73600, AT&T will post a Carrier Notification Letter to its web site. Covad may order the UDC Loop for sixty days after the effective date of this agreement. AT&T will work cooperatively with Covad in the transition from IDSL Loop ordering and Loop installation to the ISDN ordering and Loop installation.

2.3.5 The rates for the IDSL Compatible Loop shall be the same as the rates for ISDN Loops.

2.3.6 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.7 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.8 4-wire Unbundled DS1 Digital Loop.

2.3.8.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of Loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For the purposes of AT&T's unbundling obligations pursuant to this Agreement, for the states of Alabama, Florida, Georgia, Mississippi and South Carolina, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops. For the State of Louisiana, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops to which the necessary electronics have been added to provide service speeds of 1.544 megabytes per second. For the State of Louisiana, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops to which the necessary electronics have been added to provide service speeds of 1.544 megabytes per second.

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

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

2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

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

2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.

2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. AT&T's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.12 Covad may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.4 Unbundled Copper Loops (UCL)

2.4.1 AT&T shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital Loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types - Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

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

range extenders, digital Loop carrier, or repeaters).

2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.

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

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

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

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

2.4.3.2 The UCL-ND facilities may be mechanically assigned using AT&T's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Covad can request LMU based on existing procedures for LMU on other Loop types, for which additional charges would apply.

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

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

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of AT&T facilities. OC-TS does not apply to this product.

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

2.4.3.7 When attempting to provide copper-based Loops, AT&T will act in a non-discriminatory manner and in accordance with Section 2.1.2.4.

2.4.3.8 Unbundled Loop Modifications (Line Conditioning). Subject to applicable and effective FCC rules and order, AT&T shall condition Loops, as requested by Covad, whether or not AT&T offers advanced services to the End User on that Loop. AT&T shall deliver a conditioned Loop in accordance with the AT&T Interval Guide.

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that AT&T regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper SubLoop that may diminish the capability of the Loop or SubLoop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the AT&T's TR 73600 Unbundled Local Loop Technical Specification. AT&T shall provide Line Conditioning on Loops, as requested by Covad, even in instances where AT&T does not provide advanced services to the End User on that Loop.

2.5.2 AT&T will remove load coils only on copper Loops and SubLoops that are less than eighteen thousand (18,000) feet in length at the rates set forth in Exhibit A. AT&T will remove load coils on Loops longer than 18,000 feet where ordered by a state Commission.

2.5.3 For any copper Loop being ordered by Covad which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Covad, so that the Loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Covad. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

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

2.5.5 Rates for ULM are as set forth in Exhibit A. Charges for conditioning a Loop, if any, will be determined by each state Commission.

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

2.5.7 Covad shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Covad desires AT&T to condition.

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

2.6 Loop Provisioning Involving IDLC

2.6.1 Where Covad has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the End User and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to Covad. If a suitable alternative facility is not available, then to the extent it is technically

feasible, AT&T will implement one of the following alternative arrangements for Covad (e.g., hairpinning):

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

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

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

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to AT&T's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

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

2.7.3 Access to NID

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

2.7.3.1.1 AT&T shall allow Covad to connect its Loops directly to AT&T's multi-line residential NID enclosures that have additional space and are not used by AT&T

or any other telecommunications carriers to provide service to the premises;

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

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

2.7.3.1.4 Covad may request AT&T to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Covad's responsibility to ensure there is no safety hazard, and Covad will hold AT&T harmless for any liability associated with the removal of the AT&T Loop from the AT&T NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.

2.7.3.3 Covad shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.

2.7.3.4 Covad shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.

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

2.7.4 Technical Requirements

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

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

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

2.8 SubLoop Elements.

2.8.1 Where facilities permit, AT&T shall offer access to its Unbundled SubLoop (USL) elements as specified herein.

2.8.2 Unbundled SubLoop Distribution (USLD)

2.8.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from an End User's point of demarcation to a AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subLoop distribution offerings where facilities exist:

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

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

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

2.8.2.3.1 If Covad requests a UCSL and it is not available, Covad may request the copper SubLoop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are

removed, the facility will be classified as a UCSL.

2.8.2.4 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from Covad, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in twenty five (25) pair increments for Covad's use on this cross-connect panel. Covad will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, Covad shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a AT&T technician within the AT&T cross-box during the set-up process. Covad's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.

2.8.2.6 Through the SI process, AT&T will determine whether access to USLs at the location requested by Covad is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Covad's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T's Interconnection Web site: www.interconnection.AT&T.com/products/html/unes.html.

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

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

2.8.2.9 USLs will be provided in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specifications.

2.8.3 Unbundled Network Terminating Wire (UNTW)

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

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

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

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

2.8.3.3.3 In existing MDUs and/or MTUs in which AT&T does not own or control wiring (INC/NTW) to the End Users premises, and Covad does own or control such wiring, Covad will install UNTW Access Terminals for AT&T under the same terms and conditions as AT&T provides UNTW Access Terminals to Covad.

2.8.3.3.4 In situations in which AT&T activates a UNTW pair, AT&T will compensate Covad for each pair activated commensurate to the price specified in Covad's Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premise, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The

Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

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

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

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

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

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the

Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

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

2.8.4 Dark Fiber Loop

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

2.8.4.2 Transition for Dark Fiber Loop

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

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

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

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

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

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

2.8.4.7 No later than June 10, 2006 Covad shall submit spreadsheet(s) identifying all of the

Embedded Base of circuits to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

2.8.4.7.1 If Covad fails to submit the spreadsheet(s) specified in Section 2.8.4.7 above for all of its Embedded Base prior to June 10, 2006, AT&T will identify Covad's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.8.4.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

2.8.4.7.2 For Embedded Base circuits converted pursuant to Section 2.8.4.7 above or transitioned pursuant to Section 2.8.4.7.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

2.9 Loop Makeup

2.9.1 Description of Service

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

2.9.1.2 AT&T will provide Covad non-discriminatory access to LMU information as it exists in AT&T's records which may consist of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital Loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

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

2.9.1.4 AT&T's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the

CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless AT&T receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 Covad may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T Loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by Covad and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Covad's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to AT&T's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to AT&T's network and will remain on copper facilities until the Loop is disconnected by Covad or the End User. Covad is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the Loop type ordered.

2.9.1.6 If AT&T retires its copper facilities in accordance with Section 251(c)(5) of the Act and 47 C.F.R § 51.325 through § 51.335 and any applicable state requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, AT&T will notify Covad, according to the applicable network disclosure requirements. It will be Covad's responsibility to move any service it may provide over such facilities to alternative facilities. If Covad fails to move the service to alternative facilities by the date in the network disclosure notice, AT&T may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 Covad may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on the AT&T Interconnection Web site: www.interconnection.AT&T.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if Covad needs further

Loop information in order to determine Loop service capability, Covad may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

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

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

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from AT&T.

2.10 LQS. "LQS Bulk List" or "Bulk List" refers to an electronic file made available by AT&T to Covad on at least a monthly basis via a mutually agree upon method

2.10.1 The Bulk List is a single bulk file of ADSL qualified numbers across the AT&T region, and the Bulk List will contain, at a minimum, a list of all AT&T telephone numbers qualified for ADSL service including, at a minimum, the following:

2.10.1.1 Information sufficient to allow Covad to determine, for each telephone number on the Bulk List, Loop length and whether the Loop can reach the customer premise without traversing fiber (i.e., is it an all-copper Loop?);

2.10.1.2 All fields contained in the External Response string (the first 2 rows of data) of AT&T's Loop Qualification System (LQS) desktop application for qualified telephone numbers;

2.10.1.3 A field for distinguishing between Central Office (CO) qualified numbers, CO-qualified numbers requiring pair rearrangements, and non-CO qualified numbers. For purposes of this Amendment, a "CO-qualified number" indicates a telephone number served by an all-copper Loop (or capable of being served by an all copper Loop after pair rearrangement) between the CO and the end-user premises.

2.10.2 Covad will not distribute the LQS Bulk List to third parties. Notwithstanding this restriction, AT&T understands that Covad uses the AT&T LQS Bulk List together

with Covad's proprietary information to develop a list of customers that Covad believes are likely to qualify for Covad's DSL services ("Prequalified DSL Customer List"). The Prequalified DSL Customer List will consist of the LQS Bulk List and Covad's proprietary information. AT&T acknowledges that Covad may supply the Prequalified DSL Customer List to Covad's wholesale partners and its affiliated ISP, Covad.net (collectively, "Wholesale Partners") for the sole purpose of allowing Covad's Wholesale Partners to market Covad's DSL services either alone or as part of a bundle of telecommunications services. Nothing in this Agreement shall be construed to prevent Covad from providing the Prequalified DSL Customer List to Covad's wholesale partners.

2.10.3 The Parties acknowledge that they disagree about whether AT&T is required by applicable law to provide the Bulk List to Covad. Nevertheless, Covad agrees to adhere to the terms and conditions enumerated below, and AT&T agrees to provide Covad with access to LQS and a Bulk List of ADSL qualified customers from LQS subject to the change of law provisions in the Agreement:

2.10.3.1 AT&T makes no claim as to the accuracy or completeness of either LQS or the Bulk List.

2.10.3.2 Covad is responsible for acting within the local, state, and federal law governing the use of the Bulk List for the purpose of, but not limited to, marketing of its own DSL service through direct mail or telemarketing. Furthermore, Covad hereby agrees to refrain from abusive telemarketing practices.

2.10.3.3 Covad agrees to use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether alone or in a package of other offerings). Covad will not disclose the stand-alone LQS information and/or the Bulk List to third parties, except as captured in the Prequalified DSL Customer List.

2.10.3.4 Covad will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services. This paragraph shall not be construed in a manner that would prevent Covad from providing the Prequalified DSL Customer List to its Wholesale Partners. Covad agrees, however, that its Wholesale Partners will not use the Prequalified DSL Customer List for any purpose other than to market Covad's wholesale DSL services either alone or as part of a bundle of telecommunications services.

2.10.3.5 AT&T agrees to give Covad 30 days written notice should it ever intend to discontinue providing the Bulk List to Covad. In the event that Covad's right to the Bulk List is ever terminated, Covad agrees, upon written request of AT&T, to immediately destroy or return all copies and/or components of the Bulk List. For

purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.

3 Line Splitting

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

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

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

3.3.1 To the extent Covad is purchasing UNE-P pursuant to this Agreement, AT&T will permit Covad to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two (2) collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in Covad's Embedded Base as described in Section 5.4.3.2 below.

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

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

3.3.4 Line Splitting – Loop and Port for the states of Georgia and North Carolina Only

3.3.5 To the extent Covad is using a commingled arrangement that consists of a Loop purchased pursuant to this Agreement and Local Switching provided by AT&T pursuant to Section 271, AT&T will permit Covad to utilize Line Splitting. AT&T shall charge the applicable line splitting rates set forth in Exhibit A of this Agreement.

3.3.6 Covad shall provide AT&T with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line

Splitting services, where Covad will not provide voice and data services.

3.4 Provisioning Line Splitting and Splitter Space – UNE-P

3.4.1 The Data LEC, Voice CLEC or AT&T may provide the splitter. When Covad or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When AT&T owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

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

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

3.5 Provisioning Line Splitting and Splitter Space – UNE-L

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

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

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

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

3.6.3 Any splitters installed by Covad in its collocation arrangement shall comply with

ANSI T1.413, Annex E, or any future ANSI splitter Standards. Covad may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.

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

3.7.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical Loop between the NID at the End User's premises and the termination point.

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

3.7.3 For the State of Alabama, the following rights are in addition to the general indemnification rights set forth above:

3.7.3.1 PROVIDED, HOWEVER, that all amounts advanced in respect of such claims, losses and costs shall be repaid to Covad by AT&T if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that AT&T is not entitled to be indemnified for such claims, losses and costs because the Claims, Losses and Costs arose as a result of AT&T's gross negligence or willful misconduct.

3.7.3.2 AT&T will indemnify, defend and hold harmless Covad from and against any Claims, Losses and Costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Covad brought against Covad to the extent such Claim alleges that the cause of Claim, Loss and Cost was found to be the result of AT&T's gross negligence or willful misconduct.

3.7.3.3 PROVIDED, HOWEVER, that AT&T shall have no obligation to indemnify Covad under this section unless Covad provides AT&T with prompt written notice of any such Claim; Covad permits AT&T to assume and control the defense to such action, with counsel chosen by AT&T; and AT&T does not enter into any settlement or compromise of such Claim.

3.7.3.4 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to AT&T by Covad if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that Covad is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arises as a result of

AT&T's gross negligence or willful misconduct.

3.7.3.5 Definitions:

3.7.3.5.1 "Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that AT&T or Covad in good faith believes might lead to the institution of any such action, suit or proceeding.

3.7.3.5.2 "Loss" means any and all damages, injuries, judgments, fines penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.

3.7.3.5.3 "Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending, or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

4 Local Switching

4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DS0 level Local Switching and AT&T is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2 below.

4.1.1 AT&T shall not be required to unbundle local circuit switching for Covad for a particular End User when Covad: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by AT&T in Zone 1 of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Covad is serving any End User as described above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by Covad or transitioned by Covad, or AT&T shall disconnect such Arrangements upon thirty (30) days notice.

4.2 Transition for Local Switching

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

ending March 10, 2006.

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

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

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

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

4.2.5.1 If Covad fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 4.2.5 above prior to October 1, 2005, AT&T will identify Covad's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement.

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

4.3 Local Switching Capability, including Tandem Switching Capability

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

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

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

4.3.4 Provided that Covad has unbundled Local Switching from AT&T and uses the AT&T Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a AT&T local End User selects AT&T as its LPIC, then the Parties will consider as local any calls originated by a Covad local End User, or originated by a AT&T local End User and terminated to a Covad local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than AT&T). For such calls, AT&T will charge Covad the Network Elements for the AT&T facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between AT&T and Covad shall be as described in AT&T's UNE Local Call Flows set forth on AT&T's Interconnection Web site: www.interconnection.AT&T.com/products/docs.

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

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

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

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

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

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

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

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

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

4.3.14 AT&T shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Covad.

4.3.15 AT&T shall provide the following Local Switching interfaces:

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

4.3.15.2 Coin phone signaling;

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

4.3.15.4 2-wire analog interface to PBX;

4.3.15.5 4-wire analog interface to PBX; and

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

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

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

4.4 Common (Shared) Transport.

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

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

4.4.3 Technical Requirements of Common (Shared) Transport

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

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

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

4.5 Tandem Switching

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

4.5.2 Where Covad utilizes portions of the AT&T network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a AT&T, ICO or Facility-Based CLEC office, AT&T has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. AT&T shall apply the melded Tandem Switching rate for every call in these scenarios. AT&T shall utilize the melded Tandem Switching Rate until AT&T has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Local Call Flows set forth on AT&T's Interconnection Web site: www.interconnection.AT&T.com/products/docs, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.5.3 Technical Requirements

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

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

4.5.3.1.2 Tandem Switching will provide screening as jointly agreed to by Covad and AT&T;

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

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

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

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

4.5.3.2 AT&T may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by

AT&T. The results and reports of the testing shall be made available to Covad.

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

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

4.5.3.5 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.

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

4.6 Remote Call Forwarding (URCF)

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

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

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

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

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

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

4.7 AIN Selective Carrier Routing for OS, DA and Repair Centers

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

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

4.7.3 AIN SCR is not available in DMS 10 switches.

4.7.4 Where AIN SCR is utilized by Covad, the routing of Covad's End User calls shall be pursuant to information provided by Covad and stored in AT&T's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.

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

4.7.6 This nonrecurring Regional Service Order charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional SCR Order Request-Form A, Central Office AIN SCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. AT&T has thirty (30) days to respond to Covad's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Covad, AT&T considers that the delivery schedule of this service commences. The remaining half of the nonrecurring Regional Service Order payment must be paid when at least ninety percent (90%) of the Central Offices listed on the original order have been turned up for the service.

4.7.7 The nonrecurring End Office Establishment charge will be billed to Covad following AT&T's normal monthly billing cycle for this type of order.

4.7.8 End-User Establishment Orders will not be turned-up until the second payment is

received for the Regional Service Order. The nonrecurring End Office Establishment charges will be billed to Covad following AT&T's normal monthly billing cycle for this type of order.

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

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

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

4.8.1 Where Covad has purchased unbundled Local Switching from AT&T and utilizes an operator services provider other than AT&T, AT&T will route Covad's End User calls to that provider through Selective Call Routing.

4.8.2 SCR-LCC provides the capability for Covad to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to AT&T's OCP/DA platform for AT&T provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if capacity is available in the requested AT&T end office switches.

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

4.8.4 Where available, Covad specific and unique LCCs are programmed in each AT&T end office switch where Covad intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify Covad's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Covad intends to provide Covad - branded OCP/DA to its End Users in these multiple rate areas.

4.8.5 SCR-LCC supporting Custom Branding and Self Branding require Covad to order dedicated trunking from each AT&T end office identified by Covad, either to the AT&T TOPS for Custom Branding or to the Covad Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable AT&T's FCC No. 1 Tariff.

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

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

5 Unbundled Network Element Combinations

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

5.1.1 Except as otherwise set forth in this Agreement, upon request, AT&T shall perform the functions necessary to combine Network Elements that AT&T is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in AT&T's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with AT&T's network.

5.1.2 To the extent Covad requests a Combination for which AT&T does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process unless said Combination is Ordered by a regulatory or judicial body of competent jurisdiction, in which case said change shall be accomplished as a Type 2 (Regulatory) change in Change Control Process.

5.2 Rates

5.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition

to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

5.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

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

5.3 Enhanced Extended Links (EELs)

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

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

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

5.3.4 Service Eligibility Criteria

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

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

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

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

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

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

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

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

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

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

5.3.4.3 AT&T may, on an annual basis, audit Covad's records in order to verify compliance with the qualifying service eligibility criteria. To invoke the audit, AT&T will send a Notice of Audit to Covad. Such notice of Audit will be delivered to Covad no less than thirty (30) days prior to the date upon which AT&T seeks to commence an audit. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA).

5.3.4.3.1 Such Notice of Audit to Covad shall state AT&T's concern that Covad is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefor. AT&T is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit. AT&T may select the independent auditor without the prior approval of Covad or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded.

5.3.4.3.2 For the State of Alabama, Covad may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving AT&T;s Notice of Audit.

5.3.4.3.3 For the State of Louisiana, AT&T's notice to Covad shall include a listing of the circuits for which AT&T alleges noncompliance, including all supporting documentation and a list of three auditors from which Covad may choose one to conduct the audit.

5.3.4.4 To the extent the independent auditor's report concludes that Covad failed to comply with the service eligibility criteria, Covad must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Covad did not comply in any material respect with the service eligibility criteria, Covad shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that Covad did comply in all material respects with the service eligibility criteria, AT&T will reimburse Covad for its reasonable and demonstrable costs associated with the audit. Covad will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.

5.3.4.4.1 For the State of Alabama, Covad will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within twenty (20) days of receiving the reported findings of the auditor.

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

5.4 UNE-P

5.4.1 DS0 Local Switching, as defined in Section 4 above, in combination with a Loop and Common (Shared) Transport as defined in Section 4.4 above (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.4.2 Notwithstanding anything to the contrary in this Agreement, AT&T is not required

to provide UNE-P pursuant to this Agreement except as set forth in this Section 5.4.

5.4.3 Transition Period for UNE-P

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

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

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

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

5.4.3.5 Covad must submit orders, or spreadsheets if converting to UNE Loops through the Bulk Migration process, outlined in Section 2.1.10 above, to either disconnect or convert all of its Embedded Base of UNE-P to other AT&T services as Conversions pursuant to Section 1.6 above by October 1, 2005.

5.4.3.5.1 If Covad fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 5.4.3.5 above prior to October 1, 2005, AT&T will identify Covad's remaining Embedded Base of UNE-P and will transition such UNE-P to resold AT&T telecommunication services, as set forth in Attachment 1. Those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such AT&T services as set forth in AT&T's tariffs.

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

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

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

5.5 Intercarrier Compensation

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

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

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

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

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

5.5.3.1.2 pay such charges as billed by the third party carrier and Covad will reimburse the full amount of such charges within thirty (30) days of AT&T's request for reimbursement.

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

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

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

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

5.5.3.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by Covad utilizing Local Switching where Covad uses AT&T's CIC for its End User's LPIC:

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

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

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

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

5.5.3.3.3.2 pay such charges as billed by the third party carrier and Covad will reimburse AT&T the full amount of such charges within thirty (30) days following AT&T's request for reimbursement.

5.5.3.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to Covad utilizing Local Switching where the originating carrier uses AT&T's CIC for its End User's LPIC:

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

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

6 Dedicated Transport and Dark Fiber Transport

6.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by Covad, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Covad. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this agreement. In addition, except as set forth in Section 6.2 below, AT&T shall not be required to provide to Covad unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T ("Entrance Facilities").

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

6.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Covad as of March 10, 2005 in those wire

centers that, as of such date, met the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

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

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

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

6.2.6 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport as described in this Section 6.2 only for Covad's Embedded Base during the Transition Period:

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

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

6.2.6.3 A list of wire centers meeting the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above as of March 10, 2005, is available on AT&T's Interconnection Services Web site, as (Initial Wire Center List).

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

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

6.2.6.6 The Transition Period shall apply only to (1) Covad's Embedded Base and Embedded Base Entrance Facilities; and (2) Covad's Excess DS1 and DS3

Dedicated Transport. Covad shall not add new Entrance Facilities pursuant to this Agreement. Further, Covad shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 above of and as set forth in Section 6.2.6.10 below.

6.2.6.7 Once a wire center exceeds either of the thresholds set forth in this Sections 6.2.6.1 or 6.2.6.2 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.

6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Sections 6.2.6.1 or 6.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.

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

6.2.6.9.1 If Covad fails to submit the spreadsheet(s) specified in Section 6.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, AT&T will identify Covad's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 6.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

6.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.6.9 or transitioned pursuant to Section 6.2.6.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

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

6.2.6.10.1 In the event AT&T identifies additional wire centers that meet the criteria set forth

in Sections 6.2.6.1 or 6.2.6.2 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List. AT&T will follow any notification procedures set forth in applicable Commission orders.

6.2.6.10.2 Covad shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of a AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment

6.2.6.10.3 For purposes of Section 6.2.6.10 above, AT&T shall make available DS1 and DS3 Dedicated Transport that were in service for Covad in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

6.2.6.10.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Covad shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

6.2.6.10.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

6.2.6.10.6.1 If Covad fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Covad's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable

switch-as-is rates set forth in Exhibit A of Attachment 2. For the State of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full non-recurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

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

6.3 AT&T shall:

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

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

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

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

6.4 AT&T shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Covad.

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

6.6 Covad may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same

intermediate wire centers or switches, if any.

6.7 Technical Requirements

6.7.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

6.7.2 AT&T shall offer the following interface transmission rates for Dedicated Transport:

6.7.2.1 DS0 Equivalent;

6.7.2.2 DS1;

6.7.2.3 DS3;

6.7.2.4 STS-1; and

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

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

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

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

6.7.4.2 AT&T's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.7.4.3 AT&T's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.8 Unbundled Channelization (Multiplexing)

6.8.1 To the extent Covad is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional

multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, Covad may request channel activation on a channelized facility and AT&T shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.8.2 AT&T shall make available the following channelization systems and interfaces:

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

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

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

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

6.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.9.1 below, AT&T shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

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

6.9.1.1 For purposes of this Section 6.9, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

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

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

6.9.1.4 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Section 6.9 only for Covad's Embedded Base during the Transition Period:

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

6.9.1.5 A list of wire centers meeting the criteria set forth in Section 6.9.1.4 above as of March 10, 2005, ("Initial List") is available on AT&T's Interconnection Services Web site.

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

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

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

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

6.9.1.9.1 If Covad fails to submit the spreadsheet(s) specified in Section 6.9.1.9 above for all of its Embedded Base prior to June 10, 2006, AT&T will identify Covad's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 6.9.1.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs

6.9.1.9.2 For Embedded Base circuits converted pursuant to Section 6.9.1.9 above or transitioned pursuant to Section 6.9.1.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

6.9.2 Dark Fiber Transport Requirements

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

6.9.2.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Agreement, except in any wire center meeting the criteria described below:

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

6.9.2.3 The Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 11, 2005.

6.9.2.4 Once any wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.

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

6.9.2.5.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures in applicable Commission orders.

6.9.2.5.2 Covad shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of a AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment..

6.9.2.5.3 For purposes of Section 5.8.1.5 above, AT&T shall make available Dark Fiber Transport that was in service for Covad in a wire center on the Subsequent Wire

Center List as of the thirtieth (30) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30^{th}) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

6.9.2.5.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Covad shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

6.9.2.5.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

6.9.2.5.6.1 If Covad fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Covad's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service set forth in Exhibit 1.

6.9.2.5.6.2 In the states of Florida and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the State of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

6.9.2.5.6.3 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.5 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period

6.10 Rearrangements

6.10.1 A request to move a working Covad CFA to another Covad CFA, where both CFAs terminate in the same AT&T Central Office (Change in CFA), shall not

constitute the establishment of new service. The applicable rates set forth in Exhibit A.

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

6.10.3 Upon request of Covad, AT&T shall project manage the Change in CFA or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and Covad may request OC-TS for such orders.

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

7 Call Related Databases and Signaling

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

7.2 AT&T Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

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

7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the

ANSI Specification of SS7 protocol.

7.3 LIDB

7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Covad must purchase appropriate signaling links pursuant to Section 7.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between AT&T's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

7.3.2.1 AT&T will offer to Covad any additional capabilities that are developed for LIDB during the life of this Agreement.

7.3.2.2 AT&T shall process Covad's customer records in LIDB at least at parity with AT&T customer records, with respect to other LIDB functions. AT&T shall indicate to Covad what additional functions (if any) are performed by LIDB in the AT&T network.

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

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

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

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

7.3.2.7 All additions, updates and deletions of Covad data to the LIDB shall be solely at the direction of Covad. Such direction from Covad will not be required where the

addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

7.3.2.8 AT&T shall provide priority updates to LIDB for Covad data upon Covad'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 AT&T contact.

7.3.2.9 AT&T shall provide LIDB systems such that no more than 0.01% of Covad customer records will be missing from LIDB, as measured by Covad audits. AT&T will audit Covad records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Covad contact person to resolve the status of the records and AT&T will update system appropriately. AT&T will refer record of mismatches to Covad within one (1) business day of audit. Once reconciled records are received back from Covad, AT&T will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, AT&T will contact Covad to negotiate a time frame for the updates, not to exceed three (3) business days.

7.3.2.10 AT&T shall perform backup and recovery of all of Covad'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 AT&T performs backup and recovery of AT&T data in LIDB for itself. Currently, AT&T performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

7.3.2.11 AT&T shall provide Covad 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 Covad and AT&T.

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

7.3.2.13 AT&T shall provide Covad 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 Covad at least at parity with AT&T Customer Data. AT&T shall obtain from Covad the screening information associated with LIDB Data Screening of Covad data in accordance with this requirement. AT&T currently does not have LIDB Data Screening capabilities. When such capability is available, AT&T shall offer it to

Covad under the BFR/NBR Process as set forth in Attachment 11.

7.3.2.14 AT&T shall accept queries to LIDB associated with Covad customer records and shall return responses in accordance with industry standards.

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

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

7.3.3 Interface Requirements

7.3.3.1 AT&T shall offer LIDB in accordance with the requirements of this subsection.

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

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

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

7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. Covad shall provide AT&T a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Covad shall update its PCLU on the first of January, April, July and October and shall send it to AT&T to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

7.4 Signaling. AT&T shall offer access to signaling and access to AT&T's signaling databases subject to compatibility testing and at the terms and conditions set forth in Attachment 3 and at the rates set forth in Exhibit A. AT&T may provide mediated access to AT&T signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4)

dedicated 56 kbps transmission paths between Covad designated SPOI that provide appropriate physical diversity.

7.4.1.1 Technical Requirements

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

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

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

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

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

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

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

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

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

7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Covad's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

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

7.4.3.1 Technical Requirements

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

7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the AT&T SS7 network. This includes the use of the AT&T SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the AT&T SS7 network (i.e., transit messages). When the AT&T SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

7.4.3.1.3 If a AT&T tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Covad local switch and third party local switch, the AT&T SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Covad 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 AT&T STPs.

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

7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in AT&T's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

7.4.3.1.6 Where the destination signaling point is a AT&T local or tandem switching system or database, or is a Covad or third party local or tandem switching system directly connected to the AT&T 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 AT&T SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of AT&T STPs.

7.4.4 SS7

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

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

7.4.4.3 Interface Requirements

7.4.4.3.1 AT&T shall provide the following STP options to connect Covad or Covad-designated Local Switching systems to the AT&T SS7 network:

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

7.4.4.3.1.2 A B-link interface from Covad local STPs.

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

7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the AT&T 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.

7.4.4.3.4 AT&T shall provide intraoffice diversity between the SPOI and AT&T 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 AT&T STP.

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

7.4.4.4 Message Screening

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

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

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

7.4.5 SCP/Databases

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

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

7.4.5.3 Technical Requirements for SCPs/Databases

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

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

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

7.5 LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local

service provider to another. AT&T agrees to provide access to the PNP database at rates, terms and conditions as set forth by AT&T and in accordance with an effective FCC or Commission directive.

7.6 CNAM Database Service

7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Covad the opportunity to load and store its subscriber names in the AT&T CNAM SCPs.

7.6.2 Covad shall submit to AT&T a notice of its intent to access and utilize AT&T CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Covad's access to AT&T's CNAM Database Services and shall be addressed to Covad's Local Contract Manager.

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

7.6.2.2 For each Covad End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, AT&T will launch a query on a per call basis to the AT&T CNAM database, or, subject to Section 7.6.2.1 above, to a third party calling name database, to provide calling name information, if available, to Covad's End User. Covad shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the AT&T CNAM database made on behalf of an Covad End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Covad shall reimburse AT&T for any charges AT&T pays to third party calling name database providers for queries launched to such database providers for the benefit of Covad's End Users.

7.6.3 AT&T currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, AT&T shall bill Covad at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per Covad's End Users with the

Caller ID feature.

7.7 SCE/SMS AIN Access

7.7.1 AT&T's SCE/SMS AIN Access shall provide Covad the capability to create service applications in a AT&T SCE and deploy those applications in a AT&T SMS to a AT&T SCP.

7.7.2 AT&T'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 Covad. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

7.7.3 AT&T SCP shall partition and protect Covad service logic and data from unauthorized access.

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

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

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

8 Automatic Location Identification/Data Management System

8.1 911 and E911 Databases

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

8.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Covad will be required to provide the AT&T 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1 below.

8.2 Technical Requirements

8.2.1 AT&T's 911 database vendor shall provide Covad the capability of providing updates to the ALI/DMS database through a specified electronic interface. Covad

shall contact AT&T's 911 database vendor directly to request interface. Covad shall provide updates directly to AT&T's 911 database vendor on a daily basis. Updates shall be the responsibility of Covad and AT&T shall not be liable for the transactions between Covad and AT&T's 911 database vendor.

8.2.2 It is Covad's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the AT&T Interconnection Web site.

8.2.3 Covad shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T's Interconnection Web site: www.interconnection.AT&T.com/guides.

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

8.2.5 Based upon End User record ownership information available in the NPAC database, AT&T shall provide a Stranded Unlock annual report to Covad that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Covad shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Covad within two (2) months following the date of the Stranded Unlock report provided by AT&T. Covad shall reimburse AT&T for any charges AT&T's database vendor imposes on AT&T for the deletion of Covad's records.

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

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

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

8.3.2 Covad may order either the database capability or the transport component as

desired or Covad may order both components of the service.

8.3.3 911 PBX Locate Database Capability. Covad's End User or Covad's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to AT&T's 911 database vendor. The data will be loaded and maintained in AT&T's ALI database.

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

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

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

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

keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

8.3.7 Covad may only use AT&T PBX Locate Service solely for the purpose of validating and correcting 911 related data for Covad's End Users' telephone numbers for which it has direct management authority.

8.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Covad to order a CAMA type dedicated trunk from Covad's End User premise to the appropriate AT&T 911 tandem pursuant to the following provisions.

8.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Covad's End User premise and the AT&T 911 tandem as described in AT&T's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the AT&T Interconnection Web site. Covad is responsible for connectivity between the End User's PBX and Covad's switch or POP location. Covad will then order 911 trunks from their switch or POP location to the AT&T 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Covad purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Covad is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the AT&T 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

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

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

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

9 White Page Listings

9.1 AT&T shall provide Covad and its End Users access to white pages directory listings under the following terms:

9.1.1 Listings. Covad shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include Covad residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Covad and AT&T End Users. Covad shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

9.1.2 Unlisted/Non-Published End Users. Covad will be required to provide to AT&T the names, addresses and telephone numbers of all Covad End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to wholesale discount.

9.1.3 Inclusion of Covad End Users in Directory Assistance Database. AT&T will include and maintain Covad End User listings in AT&T's Directory Assistance databases. Covad shall provide such Directory Assistance listings to AT&T at no charge.

9.1.4 Listing Information Confidentiality. AT&T will afford Covad's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

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

9.1.6 Rates. So long as Covad provides listing information to AT&T as set forth in Section 9.1.1 above, AT&T shall provide to Covad one (1) basic White Pages directory listing per Covad End User at no charge other than applicable service order charges as set forth in AT&T's tariffs. Except in the case of an LSR submitted solely to port a number from AT&T, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

9.2 Directories. AT&T or its agent shall make available White Pages directories to Covad End User at no charge or as specified in a separate agreement between Covad and AT&T's agent.

9.3 Procedures for submitting Covad Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

9.3.1 Covad authorizes AT&T to release all Covad SLI provided to AT&T by Covad to qualifying third parties pursuant to either a license agreement or AT&T's Directory Publishers Database Service (DPDS), GSST. Such Covad SLI shall be intermingled with AT&T's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.

9.3.2 No compensation shall be paid to Covad for AT&T's receipt of Covad SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of Covad's SLI, or costs on an ongoing basis to administer the release of Covad SLI, Covad shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Covad's SLI, Covad will be notified. If Covad does not wish to pay its proportionate share of these reasonable costs, Covad may instruct AT&T that it does not wish to release its SLI to independent publishers, and Covad shall amend this Agreement accordingly. Covad will be liable for all costs incurred until the effective date of the agreement.

9.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by Covad under this Agreement. Covad shall indemnify, except to the extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T 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 AT&T's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Covad listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to Covad any complaints received by AT&T relating to the accuracy or quality of Covad listings.

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

Georgia 271 Requirements

1. This Exhibit sets forth terms and conditions for de-listed network elements that AT&T is required to offer pursuant to the Georgia Public Service Commission's Order in Docket No. 19341-U ("Order") to Covad for Covad's provision of Telecommunications Services in accordance with its obligations under Section 271 of the Act ("271").

1.1 To the extent DS1 and/or DS3 Loops, DS1 and/or DS3 Dedicated Transport and Multiplexing are unavailable as a UNE pursuant to this Agreement, these services will be made available by AT&T pursuant to Section 271 of the Act on the same terms and conditions set forth elsewhere in the Agreement, except as otherwise provided in this Exhibit 1, and at the rates set forth in Exhibit B to this Agreement. Notwithstanding the foregoing, the Parties agree that those provisions applicable to DS1 and DS3 Loops or DS1 and DS3 transport provided pursuant to Section 251 of the Act relating to transition of Embedded Base circuits, limitations on the number of circuits available at a particular location or Building, and limitations relating to use for mobile and long distance service shall not apply to the equivalent services available pursuant to this Exhibit 1.

1.2 For information regarding Ordering Guidelines and Processes for 271 elements in the state of Georgia, Covad should refer to the Guides section of AT&T's Interconnection Web site.

2. 271 Dark Fiber Loops, 271 DS1 and DS3 Entrance Facilities, and 271 Dark Fiber Transport Facilities are unavailable pursuant to this Agreement and, but are available at the rates, terms, and conditions set forth in the applicable AT&T tariff.

2.1 Under no circumstance shall AT&T be required to (1) combine 271 elements with other 271 elements offered pursuant to this Exhibit, or (2) 271 elements combined with tariffed services or other wholesale services provided by AT&T. Additionally, AT&T shall not be required to commingle or combine 271 elements offered pursuant to this Exhibit with tariffed services. Further, under no circumstance shall AT&T be required to convert 271 elements offered pursuant to this Agreement to equivalent tariffed services, or to convert tariffed services to 271 elements offered pursuant to this Agreement.

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge. Per Local Service Request (LSR) - UNE Only				SOMAN		15.66	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP		125.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						0.00	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.58	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.05	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	34.34	37.81	17.56	23.49	5.30						
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09									

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.44									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	23.49	5.30						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.81	17.56	23.49	5.30						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.15	8.15								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85	19.85								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15	8.15								
	Unbundled Copper Loop - Non-Designed, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	21.25	4.15						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		34.14	15.10	21.25	4.15						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.15	8.15								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			UEA	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		88.00	55.00								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	314.52	252.47	157.54	44.70	11.71						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			USL	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.05								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50						

UNBUNDLED NETWORK ELEMENTS - Alabama

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			UDL	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	49.75								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.90									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.05								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.14	88.00	55.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.14	88.00	55.00	47.24	7.44						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			NTCVG	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	314.52	252.47	157.54	44.70	11.71						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			NTCD1	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.05								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			NTCUD	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	49.75								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		18.90									
MAINTENANCE OF SERVICE																

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		244.42									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.64									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.45									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.15									

UNBUNDLED NETWORK ELEMENTS - Alabama

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.27	53.01	18.17	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.16	59.25	24.41	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.20	6.11								
Unbundled Network Terminating Wire (UNTW)				UENTW	UENPP	0.40	30.01									
	Unbundled Network Terminating Wire (UNTW) per Pair															
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.23	28.38								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.97	49.11								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00								
	Loop Makeup - Preordering With Reservation. per spare facility queried (Manual).			UMK	UMKLP		21.00	21.00								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.59	0.59								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.008838										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.008838										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.008838										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.008838										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.008838										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.18										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.09										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	703.52	278.75	162.76	60.20	58.46						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.09										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	701.37	278.75	162.76	60.20	58.46						
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	22.34										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		639.09	137.87	317.06	197.66						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	8.38										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.08	451.52	263.94	119.49	83.58						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	8.38										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58						

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	8.38										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.08	451.52	263.94	119.49	83.58						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	8.38										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	319.83	451.52	263.94	119.49	83.58						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.008838										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.008838										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.008838										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.008838										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.18										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.09										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46						
ADDITIONAL NETWORK ELEMENTS																
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.85	23.81	1.99	0.7741						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.13	7.67	0.7355	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	107.19	91.04	62.57	10.54	9.79						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	176.20	178.14	93.97	33.26	31.83						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.56	6.58	4.72								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.56	6.58	4.72								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.58	4.72								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.41	6.58	4.72								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	2.41	6.58	4.72								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.41	6.58	4.72								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.19	6.58	4.72								

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.19	6.58	4.72								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.19	6.58	4.72								
	DS1 COCI in combination			UNC1X	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for DS1 Local Loop			USL	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.47	6.58	4.72								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.59	5.59									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		5.59	5.59								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		5.59	5.59								
	Access to DCS - Customer Reconfiguration (FlexServ)						1.48		1.84							
	Customer Reconfiguration Establishment					29.46	25.55	19.66	16.63	13.38						
	DS1 DCS Termination with DS0 Switching					9.94	18.47	12.58	12.21	8.96						
	DS1 DCS Termination with DS1 Switching					105.16	25.55	19.66	16.63	13.38						
	DS3 DCS Termination with DS1 Switching															
	Node (SynchroNet)			UNCDX	UNCNT	15.77										
	Node per month															
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.05								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.16	3.16								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.93	18.93								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)			XDV2X	1D1VG	0.56	6.58	4.72								
	Commingled VG COCI			XDV6X	1D1DD	1.19	6.58	4.72								
	Commingled Digital COCI			XDD4X	UC1CA	2.41	6.58	4.72								
	Commingled ISDN COCI			XDV2X	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Commingled 2-wire VG Interoffice Channel			XDV6X	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Commingled 4-wire VG Interoffice Channel			XDD4X	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Commingled 64kbps Interoffice Channel			XDV2X, XDV6X, XDD4X	1L5XX	0.008838										
	Commingled VG/DS0 Interoffice Channel Mileage		1	XDV2X	UEAL2	14.38	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 1		2	XDV2X	UEAL2	22.85	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 2		3	XDV2X	UEAL2	36.14	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 3															

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	25.34	131.97	94.51	59.14	14.50						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.58	131.97	94.51	59.14	14.50						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	26.09	126.27	88.80	59.14	14.50						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	35.95	126.27	88.80	59.14	14.50						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	37.88	126.27	88.80	59.14	14.50						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	26.09	126.27	88.80	59.14	14.50						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	35.95	126.27	88.80	59.14	14.50						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	37.88	126.27	88.80	59.14	14.50						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.88	117.24	79.77	52.88	10.54						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.85	117.24	79.77	52.88	10.54						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.55	117.24	79.77	52.88	10.54						
	Commingled DS1 COCI			XDH1X	UC1D1	13.47	6.58	4.72								
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.18										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	107.19	91.04	62.57	10.54	9.79						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	82.55	252.47	157.54	44.70	11.71						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	154.18	252.47	157.54	44.70	11.71						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	314.52	252.47	157.54	44.70	11.71						
	Commingled DS3 Local Loop			HFQC6	UE3PX	308.08	451.52	263.94	119.49	83.58						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	8.38										
	Commingled STS-1 Local Loop			HFRST	UDLS1	319.83	451.52	263.94	119.49	83.58						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	176.20	178.14	93.97	33.26	31.83						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	703.52	278.75	162.76	60.20	58.46						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	701.37	278.75	162.76	60.20	58.46						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	4.09										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	22.34										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		639.09	137.87	317.06	197.66						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.000757										
	LNP Service Establishment Manual						12.52		11.51							
	LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.44									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.60									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.33										
	Service Order Charge			9PBDC	9PBSC		15.66									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge. Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
	UNE SERVICE DATE ADVANCEMENT CHARGE															
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		125.00									
	ORDER MODIFICATION CHARGE						0.00	0.00	0.00	0.00						
	Order Modification Charge (OMC)						150.00	0.00	0.00							
	Order Modification Additional Dispatch Charge (OMCAD)															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	25.62	6.57						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		49.57	22.83	25.62	6.57						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
	2-Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	24.88	6.45						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.98	20.90	24.88	6.45						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		135.75	82.47								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.61	44.15								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.19	40.39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 1		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESP		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	UREWO		101.07	43.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit															
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		1	UDL	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		2	UDL	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		3	UDL	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.11	49.74								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.21	42.47								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UCLMC		9.00	9.00								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.21	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL,USL	OCOSL		23.02									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.61	44.15								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
	MAINTENANCE OF SERVICE															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect			OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																	
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52								
SUB-LOOPS																	
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		487.23									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		6.25									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		169.25									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		38.65									

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.96	51.84	13.44	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	9.37	55.91	17.51	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		15.58	15.58								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0091										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0091										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1856										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	3.87										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56						
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		751.34	193.88								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used In Combinations															

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	48.00	6.31						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.88	244.42	154.73	67.10	26.27						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.92										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	3.87										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.80						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	211.19	115.60	56.54	12.16	4.26						
	Voice Grade COCI in combination			UNCVX	1D1VG	1.38	6.71	4.84								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.10	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	2.10	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	3.66	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	3.66	6.71	4.84	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00						
	DS1 COCI in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for DS1 Local Loop			USL	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		8.98	8.98									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		8.98	8.98								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		8.98	8.98								
	Access to DCS - Customer Reconfiguration (FlexServ)						1.63		1.63							
	Customer Reconfiguration Establishment					27.39	32.89	23.58	16.96	12.77						
	DS1 DCS Termination with DS0 Switching					11.70	25.07	15.76	13.05	8.86						
	DS1 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77						
	DS3 DCS Termination with DS1 Switching															
	Node (SynchroNet)			UNCDX	UNCNT	16.35										
	Node per month															
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.90	18.90								
COMMINGLING	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)			XDV2X	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled VG COCI			XDV6X	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 2-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled VG/DS0 Interoffice Channel Mileage		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 1		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.71	0.00	6.13	0.00						
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only Per First 1000 Orders Per Month			SSOSS	SOMGA	0.00										
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDC, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		125.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						0.00	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.08	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.43	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	35.09	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.08	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.43	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	35.09	39.98	9.98	5.61	1.72						
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		15.15	15.15								

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Manual Order Coordiantion for UVL-SL1s (per loop)			UEANL	UEAMC		18.90	18.90	5.61	1.72						
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		57.73									
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		7.29	7.29								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.92	5.61	1.72						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		39.98	9.98	5.61	1.72						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		18.90	18.90								
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40								
	2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40								
	2 Wire Unbundled Copper Loop Non-Designed-Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40								
	Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		15.15	15.15								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		18.90	18.90								
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		7.29	7.29								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.25	7.42								
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.69	22.40								
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		18.90	18.90								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.33	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.33	79.78	24.62	18.90	7.86						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		79.78	24.62								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.04	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.49	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	33.40	92.92	28.14	19.50	8.12						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	180.06	35.25	18.23	6.97						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		120.98	33.04								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		44.69	29.29								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.48	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.48	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		44.69	31.55								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		44.69	31.55								
	4-WIRE DS1 DIGITAL LOOP		1	USL	USLXX	49.41	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 1		2	USL	USLXX	52.55	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		3	USL	USLXX	68.40	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3			USL	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESP		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	UREWO		100.91	42.97								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit		1	USL	271UC	85.97	211.72	72.42	38.20	7.19						
	271 - 4-Wire DS1 Digital Loop - Zone 1		2	USL	271UC	81.27	211.72	72.42	38.20	7.19						
	271 - 4-Wire DS1 Digital Loop - Zone 2		3	USL	271UC	128.28	211.72	72.42	38.20	7.19						
	271 - 4-Wire DS1 Digital Loop - Zone 3															
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP		1	UDL	UDL2X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		2	UDL	UDL2X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		3	UDL	UDL2X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		1	UDL	UDL4X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		2	UDL	UDL4X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		3	UDL	UDL4X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3															

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	42.38	196.47	36.96	18.80	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.95	49.66								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		44.69	31.55								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		44.69	31.55								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		57.73									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		79.85	24.65								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		79.85	24.65								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		120.98	33.02								
	EEL to UNE-L Retermination, per 4 Wire Unmbundled Digital Loop			UDL	UREEL		101.95	49.66								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.91	42.97								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																

UNBUNDLED NETWORK ELEMENTS - Georgia

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.33	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.33	79.78	24.62	18.90	7.86						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.04	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.49	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	33.40	92.92	28.14	19.50	8.12						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	49.41	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	52.55	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	68.40	211.72	72.42	38.20	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.91	42.97								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	42.38	196.47	36.96	18.80	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.95	49.66								

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		57.73									
End-to-End Testing																
MAINTENANCE OF SERVICE																
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		29.97									
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		68.11									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91									
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		255.51									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		7.29									

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		174.92									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		51.56									
	Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	3.71	28.43	3.85	2.20	0.01						
	Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	7.90	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.45	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.18	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.46	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.91	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.98	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	20.32	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.71	28.43	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	7.90	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		15.15	15.15								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.88	28.43	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.32	28.43	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.26	28.43	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.55	31.04	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.12	31.04	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	10.26	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90								
	Loop tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		15.15	15.15								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop			UEF	ULMBT		0.00	0.00								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.5325	25.10	12.27								
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		32.82	20.67								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		55.97	43.82								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		2.45	2.45								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		2.45	2.45								
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL,	UNECN	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00										
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility quened (Manual).			UMK	UMKLW		15.18	15.18									
	Loop Makeup - Preordering With Reservation, per spare facility quened (Manual).			UMK	UMKLP		19.83	19.83									
	Loop Makeup--With or Without Reservation, per working or spare facility quened (Mechanized)			UMK	UMKMQ		0.823	0.823									
LINE SPLITTING																	
	END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61											
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.0197	34.43	22.35	10.38	7.34							
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.0188	34.43	22.35	10.38	7.34							
	END USER ORDERING - REMOTE SITE LINE SPLITTING																
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	57.13	23.12	7.11	7.11							
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		54.10	21.46									
	UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP																
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.52	28.46	3.85	2.20	0.01							
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	10.18	28.46	3.85	2.20	0.01							
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	19.51	28.46	3.85	2.20	0.01							
	UNE Loop Rates for Line Splitting (In Ga. PSC ordered the line splitting loop USOCs match the lower port- loop combo rates UEPLX)																
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEALS	10.98	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEABS	10.98	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEALS	16.30	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEABS	16.30	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEALS	34.73	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEABS	34.73	10.04	7.35	1.37	1.28							
	PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0202	0.00	0.00									
	VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0192	0.00	0.00	0.00	0.00							
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0059											
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	13.15	48.41	19.46	16.56	4.99							
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0059											
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	13.15	48.41	19.46	16.56	4.99							
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0059											
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	11.01	48.41	19.46	16.56	4.99							
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0059											
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	8.00	48.41	19.46	16.56	4.99							
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0059											
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	8.00	48.41	19.46	16.56	4.99							
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1199											

UNBUNDLED NETWORK ELEMENTS - Georgia

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	34.93	110.92	80.20	31.33	21.71						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.63										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	349.42	320.16	86.24	66.71	52.76						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	2.63										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	366.43	320.16	86.24	66.71	52.76						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.17										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,774.79	89.66	73.57	18.69						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.40										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	11.40										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	349.42	1,751.51	131.77	112.80	75.81						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.32	195.75	36.35	18.40	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.66	195.75	36.35	18.40	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.33	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.04	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.49	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	33.40	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.73	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.11	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	46.42	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	25.81	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.54	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	42.38	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	25.81	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.54	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	42.38	195.75	36.35	18.40	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	49.41	209.25	70.37	37.87	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	52.55	209.25	70.37	37.87	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	68.40	209.25	70.37	37.87	6.86						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	11.40										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	258.44	1,259.23	628.22	41.49	20.74						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	11.40										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	349.42	1,259.23	628.22	41.49	20.74						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0059										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	13.15	66.47	33.57	43.38	27.57						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.78	66.47	33.57	43.38	27.57						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	8.00	66.47	33.57	43.38	27.57						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	8.00	66.47	33.57	43.38	27.57						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1199										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	34.93	87.67	45.69	43.76	27.95						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.63										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	349.42	325.59	76.99	49.51	32.85						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	2.63										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	366.43	325.59	76.99	49.51	32.85						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00									

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.62	23.78	2.03	0.79						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.74	7.66	0.7591	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	71.23	86.01	0.00	0.00	0.00						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	124.39	0.00	0.00	0.00	0.00						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.479	27.30	2.90	16.85	1.04						
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.479	27.30	2.90	16.85	1.04						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.479	27.30	2.90	16.85	1.04						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.02	27.30	2.90	16.85	1.04						
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.02	27.30	2.90	16.85	1.04						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.02	27.30	2.90	16.85	1.04						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.70	27.30	2.90	16.85	1.04						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.70	27.30	2.90	16.85	1.04						
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.70	27.30	2.90	16.85	1.04						
	DS1 COCI in combination			UNC1X	UC1D1	7.50	27.30	2.90	16.85	1.04						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	7.50	27.30	2.90	16.85	1.04						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	7.50	27.30	2.90	16.85	1.04						
	DS1 COCI - for DS1 Local Loop			USL	UC1D1	7.50	27.30	2.90	16.85	1.04						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	7.50	27.30	2.90	16.85	1.04						
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.69	5.69	6.60	6.60						
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		5.69	5.69	6.60	6.60						
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		5.69	5.69	6.60	6.60						
	Access to DCS - Customer Reconfiguration (FlexServ)						1.40		1.63							
	Customer Reconfiguration Establishment					20.08	24.87	18.91	15.02	11.94						
	DS1 DCS Termination with DS0 Switching					7.24	18.16	12.19	11.13	8.05						
	DS1 DCS Termination with DS1 Switching					128.34	24.87	18.91	15.02	11.94						
	DS3 DCS Termination with DS1 Switching															
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	13.98										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.91	42.97								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.68	3.68								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89								
COMMINGLING																

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit and interfaces)															
	Commingled VG COCI			XDV2X	1D1VG	0.479	27.30	2.90	16.85	1.04						
	Commingled Digital COCI			XDV6X	1D1DD	1.02	27.30	2.90	16.85	1.04						
	Commingled ISDN COCI			XDD4X	UC1CA	1.70	27.30	2.90	16.85	1.04						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	13.15	66.47	33.57	43.38	27.57						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	10.78	66.47	33.57	43.38	27.57						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	8.00	66.47	33.57	43.38	27.57						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	8.00	66.47	33.57	43.38	27.57						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0059										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	13.32	195.75	36.35	18.40	6.86						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	18.66	195.75	36.35	18.40	6.86						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.33	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	21.04	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.49	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	33.40	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	25.81	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.54	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	42.38	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	25.81	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.54	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	42.38	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	22.73	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	29.11	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	46.42	195.75	36.35	18.40	6.86						
	Commingled DS1 COCI			XDH1X	UC1D1	7.50	27.30	2.90	16.85	1.04						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	34.93	87.67	45.69	43.76	27.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1199										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	71.23	86.01	0.00	0.00	0.00						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	49.41	209.25	70.37	37.87	6.86						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	52.55	209.25	70.37	37.87	6.86						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	68.40	209.25	70.37	37.87	6.86						
	Commingled DS3 Local Loop			HFQC6	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.40										
	Commingled STS-1 Local Loop			HFRST	UDLS1	349.42	1,751.51	131.77	112.80	75.81						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	124.39	0.00	0.00	0.00	0.00						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	349.42	325.59	76.99	49.51	32.85						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	2.63										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	366.43	325.59	76.99	49.51	32.85						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	2.63										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.17										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,774.79	89.66	73.57	18.69						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
271 DS1 LOOP																
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	271CX	271UC	85.97	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		2	271CX	271UC	81.27	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3		3	271CX	271UC	128.28	211.72	72.42	38.20	7.19						
	Central Office Interface Channel			271CX	271UK	9.50	27.30	2.90	16.85	1.04						
	Switch As Is conversion - single LSR			271CX	URESL	6.54	6.54									
	Switch As Is conversion - Spreadsheet			271CX	URESP	6.54	6.54									
	Extended Superframe			271CX	CCOEF		0.00									

UNBUNDLED NETWORK ELEMENTS - Georgia

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
				271CX	CCOSF		0.00									
	Superframe			271CX	OCOSL	25.00										
	Order Coordination Time Specific			271CX	UNECN		0.00									
	Contact Name															
LNP Query Service						0.0008034										
	LNP Charge Per query						12.49		11.09							
	LNP Service Establishment Manual						574.87	293.68	251.47	184.91						
	LNP Service Provisioning with Point Code Establishment															
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY			9PBDC	9PBEU		1,825.00									
	Service Establishment per CLEC per End User Account			9PBDC	9PBTN		182.67									
	Changes to TN Range or Customer Profile			9PBDC	9PBMM	0.07										
	Per Telephone Number (Monthly)			9PBDC	9PBPC		536.23									
	Change Company (Service Provider) ID			9PBDC	9PBMR	176.96										
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBSC		11.73									
	Service Order Charge															
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
GA 271				U1TD1	271UA	44.04	110.92	80.20	31.33	21.71						
	DS1 Interoffice Channel Facility Termination (271 standalone)			U1TD1	1L5UB	0.1417										
	DS1 Interoffice Channel per mile (271 standalone)			U1TD3	271NA	440.53	320.16	86.24	66.71	52.76						
	DS3 Interoffice Channel Facility Termination (271 standalone)			U1TD3	1L5NB	3.11										
	DS3 Interoffice Channel per mile (271 standalone)			UE3	271NC	323.53	1,751.51	131.77	112.80	75.81						
	DS3 Local Loop Facility Termination (271 standalone)			UE3	1L5NG	13.47										
	DS3 Local Loop per mile (271 standalone)															
	DS1 Interoffice Channel Facility Termination (271 part combination)			UNC1X	271UA	44.04	110.92	80.20	31.33	21.71						
	DS1 Interoffice Channel per mile (271 part in combination)			UNC1X	1L5UB	0.1417										
	DS3 Interoffice Channel Facility Termination (271 part in combination)			UNC3X	271NA	440.53	320.16	86.24	66.71	52.76						
	DS3 Interoffice Channel per mile (271 part in combination)			UNC3X	1L5NB	3.11										
	DS3/DS1 Channel System (271 part in combination)			UNC3X	271BS	157.48	0.00	0.00	0.00	0.00						
	DS3 Local Loop Facility Termination (271 part in combination)			UNC3X	271NC	323.53	1,751.51	131.77	112.80	75.81						
	DS3 Local Loop per mile (271 part in combination)			UNC3X	1L5NG	13.47										
	DS1 Local Loop in combination (271 part in combination)		1	UNC1X	271UC	85.97	209.25	70.37	37.87	6.86						
	DS1 Local Loop in combination (271 part in combination)		2	UNC1X	271UC	81.27	209.25	70.37	37.87	6.86						
	DS1 Local Loop in combination (271 part in combination)		3	UNC1X	271UC	128.28	209.25	70.37	37.87	6.86						
	DS1 COCI (271 part in combination)			UNC1X	271UK	9.50	27.30	2.90	16.85	1.04						

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.inte															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLE															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those el															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		7.86	0.00	0.99	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3,	SDASP		125.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						0.00	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65						
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01								
	Unbundled Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E.I.)			UEANL	UEANM		13.49	13.49								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	26.65	7.65						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		46.66	22.57	26.65	7.65						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65						
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49	13.49								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	25.64	6.65						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.97	20.89	25.64	6.65						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		134.89	81.87								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	86.47	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76	306.69	174.44	65.83	14.55						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	49.75								

UNBUNDLED NETWORK ELEMENTS - Kentucky

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.01									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.04								
	UNE LOOP COMMINGLING															
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	33.22	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	33.22	134.89	81.87	73.65	14.88						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	29.26	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	34.25	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	85.06	164.11	112.36	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	86.47	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	114.10	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	297.76	306.69	174.44	65.83	14.55						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	36.37	157.81	106.06	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	49.75								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.01									
	MAINTENANCE OF SERVICE															
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
					UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS												
		Maintenance of Service Charge, Overtime, per half hour				MVVOT		90.00	65.00								
		Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		207.91	207.91								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		12.50	12.50								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		80.87	80.87								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		45.04	45.04								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88						

UNBUNDLED NETWORK ELEMENTS - Kentucky

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.57	68.35	22.36	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.98	76.49	30.51	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Tagging Service Level 1, Unbundled Copper Loop. Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		24.16	24.16								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23								
	Unbundled Loop Modification. Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		115.96	91.91								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															

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UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.73	22.96	7.20	7.20						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.73	21.31								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.56	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.34	85.03	39.05	59.81	7.90						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	9.06	85.03	39.05	59.81	7.90						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	14.82	85.03	39.05	59.81	7.90						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0115										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.34	31.78	22.77	8.75						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0115										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.34	31.78	22.77	8.75						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.23										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.97										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.97										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75						
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.74										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.25										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.31	551.38	338.08	173.00	120.42						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	9.25										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42						
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						

UNBUNDLED NETWORK ELEMENTS - Kentucky

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.25										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	9.25										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	320.51	237.36	147.69	83.43	32.67						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.01										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.01										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.01										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.01										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.19										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.09										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.6924	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6228	6.71	4.84								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.6228	6.71	4.84								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.32	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.32	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	6.71	4.84								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.84	6.71	4.84								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.84	6.71	4.84								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	6.71	4.84								

UNBUNDLED NETWORK ELEMENTS - Kentucky

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS1 COCI in combination			UNC1X	UC1D1	11.80	6.71	4.84								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.80	6.71	4.84								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.80	6.71	4.84								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	11.80	6.71	4.84								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.80	6.71	4.84								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		8.98	8.98								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.80	16.10								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)						1.63		2.03							
	Customer Reconfiguration Establishment					25.69	32.88	23.58	21.09	15.88						
	DS1 DCS Termination with DS0 Switching					12.41	25.07	15.76	16.23	11.02						
	DS1 DCS Termination with DS1 Switching					154.20	32.88	23.58	21.09	15.88						
	DS3 DCS Termination with DS1 Switching															
	Node (SynchroNet)			UNCDX	UNCNT	17.69										
	Node per month															
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.04								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.87	18.87								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.6228	6.71	4.84								
	Commingled Digital COCI			XDV6X	1D1DD	1.32	6.71	4.84								
	Commingled ISDN COCI			XDD4X	UC1CA	2.84	6.71	4.84								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	21.28	98.09	53.67	56.31	22.42						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	20.97	98.09	53.67	56.31	22.42						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	17.25	98.09	53.67	56.31	22.42						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.01										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.67	125.22	60.48	59.69	7.84						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.45	125.22	60.48	59.69	7.84						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	33.22	125.22	60.48	59.69	7.84						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	29.26	125.22	60.48	59.69	7.84						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	34.25	125.22	60.48	59.69	7.84						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	85.06	125.22	60.48	59.69	7.84						

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.59	125.22	60.48	59.69	7.84						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	32.48	125.22	60.48	59.69	7.84						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	36.37	125.22	60.48	59.69	7.84						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.59	125.22	60.48	59.69	7.84						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	32.48	125.22	60.48	59.69	7.84						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	36.37	125.22	60.48	59.69	7.84						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	18.44	125.22	60.48	59.69	7.84						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	25.08	125.22	60.48	59.69	7.84						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	42.87	125.22	60.48	59.69	7.84						
	Commingled DS1 COCI			XDH1X	UC1D1	11.80	6.71	4.84								
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.19										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	86.47	210.70	114.60	63.96	17.97						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	114.10	210.70	114.60	63.96	17.97						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	297.76	210.70	114.60	63.96	17.97						
	Commingled DS3 Local Loop			HFQC6	UE3PX	308.31										
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	9.25										
	Commingled STS-1 Local Loop			HFRST	UDLS1	320.51	237.36	147.69	83.43	32.67						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	158.20	115.48	56.53	15.12	5.30						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	966.89	350.56	141.58	48.00	23.39						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	945.79	350.56	141.58	48.00	23.39						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	4.09										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	30.74										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		732.53	192.67	377.27	241.67						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service						0.0008695										
	LNP Charge Per query						13.82	13.82	12.71	12.71						
	LNP Service Establishment Manual						953.27	487.00	431.95	317.61						
	LNP Service Provisioning with Point Code Establishment															
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY			9PBDC	9PBEU		1,814.00									
	Service Establishment per CLEC per End User Account			9PBDC	9PBTN		181.57									
	Changes to TN Range or Customer Profile			9PBDC	9PBMM	0.07										
	Per Telephone Number (Monthly)			9PBDC	9PBPC		533.00									
	Change Company (Service Provider) ID			9PBDC	9PBMR	179.88										
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBSC		7.86									
	Service Order Charge															
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.inte															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLE															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those el															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3,	SDASP		125.00									
ORDER MODIFICATION CHARGE							0.00	0.00	0.00	0.00						
	Order Modification Charge (OMC)						150.00	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)															
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.90	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	23.33	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	48.43	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.90	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	23.33	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	48.43	36.54	16.87								
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56								
	Unbundled Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.93								
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.40	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	14.32	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	16.87	35.27	15.60								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92								
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.25	7.42								
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60								
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	50.46	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	50.46	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.59	36.30								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	30.81	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.32	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.39	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.59	36.30								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.09	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	35.28	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	65.18	113.34	76.96								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.49	44.09								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.29	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	14.09	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	15.75	117.08	68.36								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.29	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	14.09	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	15.75	92.83	56.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.07	40.34								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.79	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.52	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.74	125.50	76.77								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.79	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.52	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.74	101.24	64.43								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.00	40.34								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.24	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.65	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.34	153.26	104.54								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.24	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.65	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.34	129.00	92.20								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.00	40.34								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	85.70	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	194.96	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	491.94	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.93	42.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	30.99	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	36.78	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	38.92	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	30.99	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	36.78	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	38.92	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.97	49.67								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.29	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	14.09	116.18	67.46								
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	15.75	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.29	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	14.09	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	15.75	91.92	55.12								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		91.92	42.47								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	22.27	139.69	90.96								
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.95	139.69	90.96								
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	10.99	139.69	90.96								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	22.27	115.43	78.63								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.95	115.43	78.63								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	10.99	115.43	78.63								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		91.92	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.59	36.30								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.59	36.30								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.49	44.09								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.97	49.67								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.93	42.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	50.46	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	50.46	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.59	36.30								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10								

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	30.81	127.40	91.02	0.00	0.00						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.32	127.40	91.02	0.00	0.00						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.39	127.40	91.02	0.00	0.00						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.59	36.30								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	85.70	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	194.96	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	491.94	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.93	42.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	30.99	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	36.78	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	38.92	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	30.99	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	36.78	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	38.92	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.97	49.67								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		17.56									
	MAINTENANCE OF SERVICE															
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								

UNBUNDLED NETWORK ELEMENTS - Louisiana

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09	144.09								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16	86.16								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.57	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.75	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.45	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	11.76	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.84	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	19.27	76.75	42.92								

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.91	51.48	17.65								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	6.58	57.54	23.71								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.26	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	10.07	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.70	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	8.03	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	10.71	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	6.08	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3454	14.72	14.72								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		42.26	27.83								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		62.86	48.43								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00										
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	17.97	10.29								
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	17.97	10.29								
	END USER ORDERING - REMOTE SITE LINE SPLITTING															

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.83	23.00	7.19	7.19						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.82	21.35								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.90	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.90	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	23.33	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	23.33	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	48.43	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	48.43	36.54	16.87	0.00	0.00						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	7.57	63.89	30.06	0.00	0.00						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	12.75	63.89	30.06	0.00	0.00						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	21.45	63.89	30.06	0.00	0.00						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0318	11.94	11.46	0.00	0.00						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0296	11.94	11.46	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.60	39.36	26.62								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.013										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.60	39.36	26.62								
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.81	39.36	26.62								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.013										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.61	39.36	26.62								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.013										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.61	39.36	26.62								
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.2652										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	70.47	86.69	79.44								
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	6.04										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	850.45	270.69	158.05								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	6.04										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	830.19	270.69	158.05								
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.28										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.04										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	362.34	438.46	256.30								
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	10.04										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	374.56	438.46	256.30								
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09								
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09								
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.09	94.21	45.09								
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	35.28	94.21	45.09								
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	65.18	94.21	45.09								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09								
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89								
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89								
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89								
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.04										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	362.34	188.45	125.51								
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.04										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	374.56	188.45	125.51								
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.013										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	22.60	72.60	41.75								
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	19.81	72.60	41.75								
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.61	72.60	41.75								
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.61	72.60	41.75								
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.2652										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	70.47	143.58	103.88								
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	6.04										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	850.45	296.68	121.16								
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	6.04										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	830.19	296.68	121.16								
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.78	7.66	0.7263	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	105.09	59.97	12.96								
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	201.48	107.05	48.07								
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6497	5.91	4.26								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.6497	5.91	4.26								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6497	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.38	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.38	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.38	5.91	4.26								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.96	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.96	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.96	6.39	4.58								

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS1 COCI in combination			UNC1X	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.78	5.91	4.26								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.43	5.43									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.83	16.12								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)						1.43									
	Customer Reconfiguration Establishment					19.58	24.81	19.09								
	DS1 DCS Termination with DS0 Switching					10.95	17.93	12.22								
	DS1 DCS Termination with DS1 Switching					149.41	24.81	19.09								
	DS3 DCS Termination with DS1 Switching															
	Node (SynchroNet)			UNCDX	UNCNT	15.43										
	Node per month															
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.93	42.98								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.85	18.85								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00								
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.6497	5.91	4.26								
	Commingled Digital COCI			XDV6X	1D1DD	1.38	5.91	4.26								
	Commingled ISDN COCI			XDD4X	UC1CA	2.96	6.39	4.58								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.60	72.60	41.75								
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.81	72.60	41.75								
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.61	72.60	41.75								
	Commingled 64kbps Interoffice Channel			XDV2X, XDV6X, XDD4X	U1TD6	15.61	72.60	41.75								
	Commingled VG/DS0 Interoffice Channel Mileage				1L5XX	0.013										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.93	94.21	45.09								
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	25.35	94.21	45.09								
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	50.46	94.21	45.09								
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	30.81	94.21	45.09								
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.32	94.21	45.09								
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.39	94.21	45.09								

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	30.99	94.21	45.09								
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	36.78	94.21	45.09								
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	38.92	94.21	45.09								
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	30.99	94.21	45.09								
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	36.78	94.21	45.09								
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	38.92	94.21	45.09								
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	22.09	94.21	45.09								
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	35.28	94.21	45.09								
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	65.18	94.21	45.09								
	Commingled DS1 COCI			XDH1X	UC1D1	11.78	5.91	4.26								
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	70.47	143.58	103.88								
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.2652										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	105.09	59.97	12.96								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	85.70	169.22	100.89								
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	194.96	169.22	100.89								
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	491.94	169.22	100.89								
	Commingled DS3 Local Loop			HFQC6	UE3PX	362.34	188.45	125.51								
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.04										
	Commingled STS-1 Local Loop			HFRST	UDLS1	374.56	188.45	125.51								
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	201.48	107.05	48.07								
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	850.45	296.68	121.16								
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	6.04										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	830.19	296.68	121.16								
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	6.04										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	25.28										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88								
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service						0.0008559										
	LNP Charge Per query						12.16									
	LNP Service Establishment Manual						576.33	294.43								
	LNP Service Provisioning with Point Code Establishment															
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,819.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.99									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.22									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.58										
	Service Order Charge			9PBDC	9PBSC		15.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.inte															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLE															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those el															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.75	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3,	SDASP		125.00									
ORDER MODIFICATION CHARGE							0.00	0.00	0.00	0.00						
	Order Modification Charge (OMC)						150.00	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)															
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.03	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.87	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	25.68	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEASL	43.85	37.92	17.55	23.48	5.25						
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.20	8.20								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.19	18.19								
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.51	13.51								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.92	23.48	5.25						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.55	23.48	5.25						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.20	8.20								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	I	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.97	19.97								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.20	8.20								
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.51	13.51								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.24	7.42	22.66	4.42						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.53	16.16	22.66	4.42						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.20	8.20								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	UEA	UEAL2	45.72	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.56	36.29								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.96	68.28								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.56	36.29								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.46	44.07								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.11	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.04	40.33								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		85.98	40.33								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		85.98	40.33								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.08	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	458.46	253.93	158.45	46.10	12.07						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.90	42.96								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	UDL	UDL2X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	34.55	126.53	88.85	60.68	14.64						

UNBUNDLED NETWORK ELEMENTS - Mississippi

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	UDL	UDL2X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	UDL	UDL4X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.44	126.53	88.85	60.68	14.64						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	34.55	126.53	88.85	60.68	14.64						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	40.76	126.53	88.85	60.68	14.64						
	7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	UDL	UDL9X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	UDL	UDL19	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL56	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL	UDL64	32.25	126.53	88.85	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.94	49.66								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		95.21	42.40								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		95.21	42.40								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.19									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.56	36.29								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.56	36.29								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.46	44.07								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.94	49.66								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.90	42.96								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	NTCVG	UEAL2	45.72	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	NTCVG	UEAR2	45.72	105.96	68.28	52.82	10.37						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 4		4	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.08	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 4		4	NTCD1	USLXX	458.46	253.93	158.45	46.10	12.07						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.90	42.96								

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	NTCUD	UDL2X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	NTCUD	UDL2X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	NTCUD	UDL4X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.44	126.53	88.85	60.68	14.64						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	34.55	126.53	88.85	60.68	14.64						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	40.76	126.53	88.85	60.68	14.64						
	7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	NTCUD	UDL9X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	NTCUD	UDL19	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	NTCUD	UDL56	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	NTCUD	UDL64	32.25	126.53	88.85	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.94	49.66								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		18.19									
MAINTENANCE OF SERVICE																
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS											
	Maintenance of Service Charge, Premium, per half hour				MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.57	32.57								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.57	32.57								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.59	32.59								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL, UEF	USBSA		259.69									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL, UEF	USBSB		22.77									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		178.47									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		56.39									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.15	66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.51	66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.45	66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18.26	66.18	31.14	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13.92	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.29	53.32	18.28	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.40	59.60	24.55	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.97	19.97								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.80	5.13								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.80	5.13								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		279.81	6.15								
	Unbundled Network Terminating Wire (UNTW)			UENTW	UENPP	0.3366	30.55									
	Unbundled Network Terminating Wire (UNTW) per Pair															
	Network Interface Device (NID)			UENTW	UND12		43.84	28.90								
	Network Interface Device (NID) - 1-2 lines			UENTW	UND16		65.30	50.36								
	Network Interface Device (NID) - 1-6 lines			UENTW	UNDC2		5.94	5.94								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC4		5.94	5.94								
	Network Interface Device Cross Connect - 4W															
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00										
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.12	24.12								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.58	25.58								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6652	0.6652								
LINE SPLITTING																	
	END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61											
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	18.62	10.66	10.04	4.93							
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	18.62	10.66	10.04	4.93							
	END USER ORDERING - REMOTE SITE LINE SPLITTING																
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.96	23.05	7.19	7.19							
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.94	21.40									
	UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.03	37.92	17.55	23.48	5.25							
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.03	37.92	17.55	23.48	5.25							

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.87	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.87	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	25.68	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	25.68	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEALS	43.85	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEABS	43.85	37.92	17.55	23.48	5.25						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	7.15	66.18	31.14	45.36	6.71						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	9.51	66.18	31.14	45.36	6.71						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	12.45	66.18	31.14	45.36	6.71						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 4		4	UEPSR UEPSB	UEARS	18.26	66.18	31.14	45.36	6.71						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0288	12.37	11.87	6.04	5.45						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0268	12.37	11.87	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0098										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0098										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0098										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0098										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.68	40.77	27.57	17.26	7.11						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0098										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.68	40.77	27.57	17.26	7.11						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.201										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	57.33	89.79	82.28	16.86	14.90						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.76										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	641.90	280.37	163.70	62.08	60.29						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.76										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	644.21	280.37	163.70	62.08	60.29						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.27										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		642.79	138.67	326.97	203.85						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.20										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	326.15	454.13	265.47	123.23	86.19						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	11.20										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	338.55	454.13	265.47	123.23	86.19						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire VG Loop (SL2) in Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37						
	2-Wire ISDN Loop in Combination - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	11.20										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	326.15	454.13	265.47	123.23	86.19						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	11.20										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	338.55	454.13	265.47	123.23	86.19						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0088										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0088										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0088										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	14.14	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0088										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	14.14	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1813										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.29										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	579.12	280.37	163.70	62.08	60.29						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.29										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	581.21	280.37	163.70	62.08	60.29						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.60	23.78	1.96	0.76						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.72	7.66	0.7201	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	170.63	179.17	94.52	34.30	32.82						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.5737	6.62	4.74								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.5737	6.62	4.74								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.5737	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.22	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.22	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.22	6.62	4.74								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.62	6.62	4.74								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.62	6.62	4.74								

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.62	6.62	4.74								
	DS1 COCI in combination			UNC1X	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	12.96	6.62	4.74								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.63	5.63									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.87	16.14								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)						1.49		1.90							
	Customer Reconfiguration Establishment					20.81	25.69	19.77	17.15	13.79						
	DS1 DCS Termination with DS0 Switching					10.73	18.57	12.65	12.60	9.24						
	DS1 DCS Termination with DS1 Switching					145.05	25.69	19.77	17.15	13.79						
	DS3 DCS Termination with DS1 Switching															
	Node (SynchroNet)			UNCDX	UNCNT	15.80										
	Node per month															
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.90	42.96								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.68	3.68								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.87	18.87								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.5737	6.62	4.74								
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.22	6.62	4.74								
	Commingled ISDN COCI			XDD4X	UC1CA	2.62	6.62	4.74								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.52	40.77	27.57	17.26	7.11						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.79	40.77	27.57	17.26	7.11						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.68	40.77	27.57	17.26	7.11						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.68	40.77	27.57	17.26	7.11						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0088										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	13.89	105.96	68.28	52.82	10.37						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	18.75	105.96	68.28	52.82	10.37						

UNBUNDLED NETWORK ELEMENTS - Mississippi

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	27.55	105.96	68.28	52.82	10.37						
	Commingled 2-wire Local Loop Zone 4		4	XDV2X	UEAL2	45.72	105.96	68.28	52.82	10.37						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	27.47	132.27	94.59	60.68	14.64						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.26	132.27	94.59	60.68	14.64						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64						
	Commingled 4-wire Local Loop Zone 4		4	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.44	126.53	88.85	60.68	14.64						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	34.55	126.53	88.85	60.68	14.64						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	40.76	126.53	88.85	60.68	14.64						
	Commingled 56kbps Local Loop Zone 4		4	XDD4X	UDL56	32.25	126.53	88.85	60.68	14.64						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.44	126.53	88.85	60.68	14.64						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	34.55	126.53	88.85	60.68	14.64						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	40.76	126.53	88.85	60.68	14.64						
	Commingled 64kbps Local Loop Zone 4		4	XDD4X	UDL64	32.25	126.53	88.85	60.68	14.64						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.01	117.61	79.92	52.82	10.37						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.59	117.61	79.92	52.82	10.37						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.34	117.61	79.92	52.82	10.37						
	Commingled ISDN Local Loop Zone 4		4	XDD4X	U1L2X	59.18	117.61	79.92	52.82	10.37						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	12.96	6.62	4.74								
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	57.33	89.79	82.28	16.86	14.90						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1813										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	102.85	91.57	62.94	10.87	10.10						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.08	253.93	158.45	46.10	12.07						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	129.38	253.93	158.45	46.10	12.07						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	206.74	253.93	158.45	46.10	12.07						
	Commingled DS1 Local Loop Zone 4		4	XDH1X	USLXX	458.46	253.93	158.45	46.10	12.07						
	Commingled DS3 Local Loop			HFQC6	UE3PX	326.15	454.13	265.47	123.23	86.19						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.20										
	Commingled STS-1 Local Loop			HFRST	UDLS1	338.55	454.13	265.47	123.23	86.19						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	170.63	179.17	94.52	34.30	32.82						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	641.90	280.37	163.70	62.08	60.29						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.29										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	644.21	280.37	163.70	62.08	60.29						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	4.29										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	28.27										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		642.79	138.67	326.97	203.85						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008477										
	LNP Service Establishment Manual						12.59	12.59	11.58	11.58						
	LNP Service Provisioning with Point Code Establishment						596.94	304.96	270.49	198.89						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,822.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.29									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.11									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.43										
	Service Order Charge			9PBDC	9PBSC		15.75									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge. Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		125.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						0.00	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.82	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.21	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	24.08	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.82	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.21	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	24.08	36.54	16.87								
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56									

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.74	8.92								
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.93	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	12.75	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.92	35.27	15.60								
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92								
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.23	7.41								
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60								
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	25.23	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	25.23	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.49	36.26								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	19.52	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.74	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	46.11	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.49	36.26								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.78	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	26.16	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	35.37	113.34	76.96								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.39	44.04								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.14	117.08	68.36								

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.59	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.28	117.08	68.36								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.14	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.59	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	12.28	92.83	56.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		78.06	32.38								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.95	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.15	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.53	125.50	76.77								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.95	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.15	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.53	101.24	64.43								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		78.00	32.38								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.01	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.20	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	13.49	153.26	104.54								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.01	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.20	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	13.49	129.00	92.20								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		78.00	32.38								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	63.62	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	104.40	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	210.22	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.82	42.93								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	21.98	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	27.58	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	43.08	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	21.98	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	27.58	121.86	85.48								

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	43.08	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.86	49.62								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.14	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.59	116.18	67.46								
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.28	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.14	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.59	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.28	91.92	55.12								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		89.06	34.45								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	13.10	139.69	90.96								
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	15.17	139.69	90.96								
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	17.03	139.69	90.96								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	13.10	115.43	78.63								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	15.17	115.43	78.63								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	17.03	115.43	78.63								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		89.06	34.45								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56									
Rearrangements																
	EEL to UNE-L Retermination; per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.49	36.26								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.49	36.26								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.39	44.04								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.86	49.62								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.82	42.93								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	25.23	102.10	65.72								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	25.23	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.49	36.26								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP -COMMINGLING		1	NTCVG	UEAL4	19.52	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 1		2	NTCVG	UEAL4	24.74	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 2		3	NTCVG	UEAL4	46.11	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 3			NTCVG	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESP		26.52	5.02								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	UREWO		87.49	36.26								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit															
	4-WIRE DS1 DIGITAL LOOP		1	NTCD1	USLXX	63.62	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 1		2	NTCD1	USLXX	104.40	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		3	NTCD1	USLXX	210.22	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3			NTCD1	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESP		26.52	5.02								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	UREWO		100.82	42.93								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit															
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP		1	NTCUD	UDL2X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		2	NTCUD	UDL2X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		3	NTCUD	UDL2X	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		1	NTCUD	UDL4X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		2	NTCUD	UDL4X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		3	NTCUD	UDL4X	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		1	NTCUD	UDL9X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		2	NTCUD	UDL9X	27.58	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		3	NTCUD	UDL9X	43.08	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		1	NTCUD	UDL19	21.98	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		2	NTCUD	UDL19	27.58	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		3	NTCUD	UDL19	43.08	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		1	NTCUD	UDL56	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		2	NTCUD	UDL56	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		3	NTCUD	UDL56	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		1	NTCUD	UDL64	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		2	NTCUD	UDL64	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		3	NTCUD	UDL64	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3			NTCUD	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESP		26.52	5.02								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	UREWO		101.86	49.62								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG, NTCUD, NTCD1	OCOSL		17.56									
	Order Coordination for Specified Conversion Time (per LSR)															
	MAINTENANCE OF SERVICE															

UNBUNDLED NETWORK ELEMENTS - North Carolina

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99								

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.70	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.93	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.79	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	10.81	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	14.16	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	24.67	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.34	51.48	17.65								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.18	57.54	23.71								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Service Order charges will apply only once per sub-loop			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URETA		19.28	19.28								
	Loop Testing - Basic Additional Half Hour		1	UEF	UCS2X	5.43	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		2	UEF	UCS2X	8.04	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		3	UEF	UCS2X	9.79	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3			UEF	USBMC		7.92	7.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		1	UEF	UCS4X	6.34	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		2	UEF	UCS4X	9.62	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		3	UEF	UCS4X	13.04	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3			UEF	USBMC		7.92	7.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF, UEANL	URETL		8.93	0.88								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF	URET1		33.17	0.00								
	Loop Testing - Basic 1st Half Hour			UEF	URETA		19.28	19.28								
	Loop Testing - Basic Additional Half Hour															
	Unbundled Sub-Loop Modification			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULMBT		224.55	4.29								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop															
	Unbundled Network Terminating Wire (UNTW)			UENTW	UENPP	0.51	14.72	14.72								
	Unbundled Network Terminating Wire (UNTW) per Pair															
	Network Interface Device (NID)			UENTW	UND12		86.37	56.69								
	Network Interface Device (NID) - 1-2 lines			UENTW	UND16		127.93	98.21								
	Network Interface Device (NID) - 1-6 lines			UENTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC4		5.73	5.73								
	Network Interface Device Cross Connect - 4W															
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61	15.53	7.79								
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.6409	17.97	10.29								
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.6325	17.87	10.29								
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	24.08	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.08	36.54	16.87	0.00	0.00						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0309	19.77	14.95	0.00	0.00						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0287	33.96	32.08	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	12.12	39.36	26.62								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	12.12	39.36	26.62								
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	10.19	39.36	26.62								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	7.47	39.37	26.62								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	7.47	39.37	26.62								
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1938										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	31.06	86.69	79.44								
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.44										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	329.91	270.69	158.05								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.44										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	339.20	270.69	158.05								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.95										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	229.90	438.46	256.30								
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	12.95										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	257.82	438.46	256.30								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.77										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88								
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations		1	UNCVX	UEAL2	11.96	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 1		2	UNCVX	UEAL2	17.36	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 2		3	UNCVX	UEAL2	25.23	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 3		1	UNCVX	UEAL4	19.52	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		2	UNCVX	UEAL4	24.74	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		3	UNCVX	UEAL4	46.11	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		1	UNCNX	U1L2X	19.78	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 1		2	UNCNX	U1L2X	26.16	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 2		3	UNCNX	U1L2X	35.37	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 3		1	UNCDX	UDL56	21.98	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		2	UNCDX	UDL56	27.58	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		3	UNCDX	UDL56	43.08	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		1	UNCDX	UDL64	21.98	385.26	72.08								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1.		2	UNCDX	UDL64	27.58	385.26	72.08								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		3	UNCDX	UDL64	43.08	385.26	72.08								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		1	UNC1X	USLXX	63.62	412.03	139.55								
	4-Wire DS1 Digital Loop in Combination - Zone 1		2	UNC1X	USLXX	104.40	412.03	139.55								
	4-Wire DS1 Digital Loop in Combination - Zone 2		3	UNC1X	USLXX	210.22	412.03	139.55								
	4-Wire DS1 Digital Loop in Combination - Zone 3			UNC3X	1L5ND	12.95										
	DS3 Local Loop in combination - per mile			UNC3X	UE3PX	229.90	3,073.55	1,245.84								
	DS3 Local Loop in combination - Facility Termination			UNCSX	1L5ND	12.95										
	STS-1 Local Loop in combination - per mile			UNCSX	UDLS1	257.82	3,073.55	1,245.84								
	STS-1 Local Loop in combination - Facility Termination			UNCVX	1L5XX	0.0095										
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	U1TV2	12.12	131.81	78.34								
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	1L5XX	0.0095										
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	U1TV4	10.19	131.81	78.34								
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCDX	1L5XX	0.0095										
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	U1TD5	7.47	131.81	78.34								
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	1L5XX	0.0095										
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	U1TD6	7.47	131.81	78.34								
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNC1X	1L5XX	0.1938										
	Interoffice Channel in combination - DS1 - per mile			UNC1X	U1TF1	31.06	234.02	162.52								
	Interoffice Channel in combination - DS1 Facility Termination			UNC3X	1L5XX	4.44										
	Interoffice Channel in combination - DS3 - per mile			UNC3X	U1TF3	329.91	802.81	146.02								
	Interoffice Channel in combination - DS3 - Facility Termination			UNCSX	1L5XX	4.44										
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	U1TFS	339.20	802.81	146.02								
	Interoffice Channel in combination - STS-1 Facility Termination															
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.76	23.80	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.92	7.66	0.7576	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	70.84	170.57									
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	84.32	0.00									
	Voice Grade COCI in combination			UNCVX	1D1VG	0.4329	54.14	17.51								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.4329	6.39	4.58								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4329	6.39	4.58								

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	0.9199	54.14	17.51								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	0.9199	6.39	4.58								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.9199	6.39	4.58								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.53	54.14	17.51								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.53	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.53	6.39	4.58								
	DS1 COCI in combination			UNC1X	UC1D1	8.43	54.14	17.51								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	8.43	6.39	4.58								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	8.43	6.39	4.58								
	DS1 COCI - for DS1 Local Loop			USL	UC1D1	8.43	6.39	4.58								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.43	6.39	4.58								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.43	5.43									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.90	16.15								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.43	1.43								
	DS1 DCS Termination with DS0 Switching					21.64	24.81	19.09								
	DS1 DCS Termination with DS1 Switching					7.32	17.93	12.22								
	DS3 DCS Termination with DS1 Switching					136.07	24.81	19.09								
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	16.00										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.82	42.93								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.18	3.18								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00									
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.4329	54.14	17.51								
	Commingled Digital COCI			XDV6X	1D1DD	0.9199	54.14	17.51								
	Commingled ISDN COCI			XDD4X	UC1CA	1.53	54.14	17.51								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	12.12	131.81	78.34								
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	10.19	131.81	78.34								
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	7.47	131.81	78.34								
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	7.47	131.81	78.34								

UNBUNDLED NETWORK ELEMENTS - North Carolina

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0095										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	11.96	385.26	72.08								
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.36	385.26	72.08								
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	25.23	385.26	72.08								
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	19.52	385.26	72.08								
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.74	385.26	72.08								
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	46.11	385.26	72.08								
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	21.98	385.26	72.08								
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	27.58	385.26	72.08								
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	43.08	385.26	72.08								
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	21.98	385.26	72.08								
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	27.58	385.26	72.08								
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	43.08	385.26	72.08								
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.78	385.26	72.08								
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	26.16	385.26	72.08								
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	35.37	385.26	72.08								
	Commingled DS1 COCI			XDH1X	UC1D1	8.43	54.14	17.51								
	Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	31.06	234.02	162.52								
	Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.1938										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	70.84	170.57									
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	63.62	412.03	139.55								
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	104.40	412.03	139.55								
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	210.22	412.03	139.55								
	Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	229.90	3,073.55	1,245.84								
	Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.95										
	Commingled STS-1 Local Loop Facility Termination			HFRST	UDLS1	257.82	3,073.55	1,245.84								
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	84.32										
	Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	329.91	802.81	146.02								
	Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	4.44										
	Commingled STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	339.20	802.81	146.02								
	Commingled STS-1Interoffice Channel per mile			HFRST	1L5XX	4.44										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.77										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88								
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0007579										
	LNP Service Establishment Manual						12.16									
	LNP Service Provisioning with Point Code Establishment						576.33	294.43								
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,823.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.45									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.57									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	165.63										
	Service Order Charge			9PBDC	9PBSC		15.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge. Per Local Service Request (LSR) - UNE Only				SOMAN		15.69	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		125.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						0.00	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32						
	Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.13	18.13								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E.I.)			UEANL	UEANM		13.47	13.47								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.81	8.96	23.56	5.32						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.62	23.56	5.32						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.17	8.17								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
	Unbundled Copper Loop - Non-Design billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.47	13.47								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.30	7.45	22.66	4.42						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.40	16.10	22.66	4.42						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.17	8.17								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.90	36.44								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.24	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.98	68.43								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.90	36.44								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.82	44.25								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93						

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.38	40.48								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.32	40.48								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.32	40.48								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.30	43.13								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	29.93	126.66	89.12	59.35	14.61						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	33.99	126.66	89.12	59.35	14.61						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.34	49.85								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		94.87	42.57								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		94.87	42.57								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.13									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.90	36.44								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.90	36.44								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.82	44.25								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.34	49.85								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.30	43.13								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.90	36.44								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.24	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.90	36.44								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.30	43.13								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	29.93	126.66	89.12	59.35	14.61						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	33.99	126.66	89.12	59.35	14.61						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.34	49.85								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		18.13									
MAINTENANCE OF SERVICE																

UNBUNDLED NETWORK ELEMENTS - South Carolina

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																	
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48								
SUB-LOOPS																	
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		241.42	241.42								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.69	22.69								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.84	177.84								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.58	55.58								

UNBUNDLED NETWORK ELEMENTS - South Carolina

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.41	53.13	18.21	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.36	59.38	24.47	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20								
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00										
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility quened (Manual).			UMK	UMKLW		24.04	24.04								
	Loop Makeup - Preordering With Reservation. per spare facility quened (Manual).			UMK	UMKLP		25.49	25.49								
	Loop Makeup--With or Without Reservation, per working or spare facility quened (Mechanized)			UMK	UMKMQ		0.34	0.34								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85						
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85						
	Line Splitting - per line activation BST owned - virtual															
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3415										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	8.02										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	8.02										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	36.41										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		640.51	138.17	317.76	198.11						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.26										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	12.26										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77						

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.26										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	12.26										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0167										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3415										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	8.02										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	8.02										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	880.55	279.37	163.12	60.33	58.59						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.56	6.59	4.73								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.56	6.59	4.73								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.19	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.19	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.59	4.73								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.56	6.59	4.73								

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.56	6.59	4.73								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.56	6.59	4.73								
	DS1 COCI in combination			UNC1X	UC1D1	8.64	6.59	4.73								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	8.64	6.59	4.73								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	8.64	6.59	4.73								
	DS1 COCI - for DS1 Local Loop			USL	UC1D1	8.64	6.59	4.73								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.64	6.59	4.73								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.61	5.61									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		40.27	13.52								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		23.80	12.11								
	Access to DCS - Customer Reconfiguration (FlexServ)						1.48		1.85							
	Customer Reconfiguration Establishment					27.96	25.60	19.70	16.67	13.41						
	DS1 DCS Termination with DS0 Switching					12.67	18.51	12.61	12.24	8.98						
	DS1 DCS Termination with DS1 Switching					176.51	25.60	19.70	16.67	13.41						
	DS3 DCS Termination with DS1 Switching															
	Node (SynchroNet)			UNCDX	UNCNT	14.55										
	Node per month															
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.30	43.13								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.66	3.66								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.90	18.90								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)			XDV2X	1D1VG	0.56	6.59	4.73								
	Commingled VG COCI			XDV6X	1D1DD	1.19	6.59	4.73								
	Commingled Digital COCI			XDD4X	UC1CA	2.56	6.59	4.73								
	Commingled ISDN COCI			XDV2X	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDD4X	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Commingled 64kbps Interoffice Channel Facility Termination			XDV2X, XDV6X, XDD4X	1L5XX	0.0167										
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X	UEAL2	16.68	105.98	68.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	23.13	105.98	68.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	28.46	105.98	68.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 3		3													

UNBUNDLED NETWORK ELEMENTS - South Carolina

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	32.59	132.38	94.83	59.35	14.61						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	43.89	132.38	94.83	59.35	14.61						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	29.93	126.66	89.12	59.35	14.61						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	33.99	126.66	89.12	59.35	14.61						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	34.74	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	29.93	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	33.99	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	34.74	126.66	89.12	59.35	14.61						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	25.21	117.58	80.03	53.05	10.61						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.76	117.58	80.03	53.05	10.61						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Commingled DS1 COCI			XDH1X	UC1D1	8.64	6.59	4.73								
	Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3415										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	306.36	452.52	264.53	119.75	83.77						
	Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.26										
	Commingled STS-1 Local Loop Facility Termination			HFRST	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	144.02	178.54	94.18	33.33	31.90						
	Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	8.02										
	Commingled STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	880.55	279.37	163.12	60.33	58.59						
	Commingled STS-1Interoffice Channel per mile			HFRST	1L5XX	8.02										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	36.41										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		640.51	138.17	317.76	198.11						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008837										
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07						
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.29										
	Service Order Charge			9PBDC	9PBSC		15.69									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.inte															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLE															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those el															
	NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3,	SDASP		125.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						0.00	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29									
	Unbundled Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E.I.)			UEANL	UEANM		25.33	25.33								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.80	8.95	10.65	1.41			20.35	10.54	13.32	13.32
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		31.99	20.02	10.65	1.41						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		36.52	36.52								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Unbundled Copper Loop - Non-Design. billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.29	7.44	10.65	1.41			20.35	10.54	13.32	13.32
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		31.99	20.02	10.65	1.41						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		36.52	36.52								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.23	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		75.06	48.20								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP													20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	54.99	122.76	85.57	76.35	39.16						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP													20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP													20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		31.99	20.02								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	76.98	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	128.54	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		34.29									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		75.06	36.41								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		75.06	36.41								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.77	44.22								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.28	49.82								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		130.47	40.11								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		75.06	36.41								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.23	1.10								

UNBUNDLED NETWORK ELEMENTS - Tennessee

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		75.06	36.41								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	76.98	313.08	219.72	96.86	40.45						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	128.54	313.08	219.72	96.86	40.45						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		130.47	40.11								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.28	49.82								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		34.29									
	MAINTENANCE OF SERVICE															
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Service Order charges will only apply once per Loop															
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52					20.35	10.54	13.32	13.32
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	2.26	116.14	37.10								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44					20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74								
	Unbundled Network Terminating Wire (UNTW)			UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32	13.32
	Unbundled Network Terminating Wire (UNTW) per Pair												20.35	10.54	13.32	13.32
	Network Interface Device (NID)			UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-2 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC4		8.75	8.75								
	Network Interface Device Cross Connect - 4W															
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32	13.32
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61							20.35	10.54	13.32	13.32
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	53.40	21.61	6.70	6.70			0.00	0.00	0.00	0.00
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		50.57	20.06					0.00	0.00	0.00	0.00

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
	UNBUNDLED DEDICATED TRANSPORT															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - Stand Alone															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0174							20.35	21.09	9.80	10.54
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0174							20.35	21.09	9.80	10.54
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0174							15.08	15.08	9.80	10.54
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0174							20.35	21.09	9.80	10.54
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0174							20.35	21.09	9.80	10.54
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3562							20.35	21.09	9.80	10.54
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.34							36.84	36.84	19.01	19.01
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	2.34							36.84	36.84	19.01	19.01
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91						
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.74										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,121.00	153.19	580.26	357.17						
	HIGH CAPACITY UNBUNDLED LOCAL LOOP															
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.19							36.84	36.84	19.01	19.01
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	9.19							36.84	36.84	19.01	19.01
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	389.35	595.37	304.50	234.83	170.16						
	ENHANCED EXTENDED LINK (EELs)															
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.68	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86						

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.68	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.19										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	374.24	1,260.47	628.84	106.78	45.24			36.84	36.84	19.01	19.01
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	9.19										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	389.35	1,260.47	628.84	79.87	24.88			36.84	36.84	19.01	19.01
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0174										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08	8.66	8.66
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3562										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.34										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	848.99	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	2.34										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	1		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	1		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	1		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79						
	C-bit Parity Option - Subsequent Activity - per DS3	1		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637							
	DS1/DS0 Channel System			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77						
	Voice Grade COCI in combination			UNCVX	1D1VG	1.82	5.70	4.42								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	1.82	5.70	4.42								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.82	5.70	4.42					20.35	9.80	11.49	1.18
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	0.91	5.70	4.42								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	0.91	5.70	4.42								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	17.58	5.70	4.42								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	17.58	5.70	4.42								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	DS1 COCI in combination			UNC1X	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	17.58	5.70	4.42								

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		52.73	24.62	9.12	9.12						
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		34.53	15.11								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.40	1.40								
	Access to DCS - Customer Reconfiguration (FlexServ)						2.78		3.32							
	Customer Reconfiguration Establishment					23.35	41.14	34.25	29.94	24.08						
	DS1 DCS Termination with DS0 Switching					13.45	27.79	20.90	21.99	16.12						
	DS1 DCS Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08						
	DS3 DCS Termination with DS1 Switching															
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	17.11										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		130.47	40.11								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.44	3.44								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.93	18.93								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	1.82	5.70	4.42								
	Commingled Digital COCI			XDV6X	1D1DD	0.91	5.70	4.42								
	Commingled ISDN COCI			XDD4X	UC1CA	17.58	5.70	4.42								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	18.58	79.83	44.08	69.32	31.00						
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	24.09	79.83	44.08	69.32	31.00						
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	17.98	79.83	44.08	69.32	31.00						
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	17.98	79.83	44.08	69.32	31.00						
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0174										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.74	108.76	35.47	72.94	10.86						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.08	108.76	35.47	72.94	10.86						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.87	108.76	35.47	72.94	10.86						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	21.98	108.76	35.47	72.94	10.86						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	32.93	108.76	35.47	72.94	10.86						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	54.99	108.76	35.47	72.94	10.86						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.68	108.76	35.47	72.94	10.86						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	41.47	108.76	35.47	72.94	10.86						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	69.24	108.76	35.47	72.94	10.86						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.68	108.76	35.47	72.94	10.86						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	41.47	108.76	35.47	72.94	10.86						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	69.24	108.76	35.47	72.94	10.86						

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.77	108.76	35.47	72.94	10.86						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	29.63	108.76	35.47	72.94	10.86						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	49.47	108.76	35.47	72.94	10.86						
	Commingled DS1 COCI			XDH1X	UC1D1	17.58	5.70	4.42								
	Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.86	171.24	113.12	70.07	30.90						
	Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3562										
	Commingled DS1/DS0 channelSystem			XDH1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	51.38	228.40	161.74	79.87	24.88						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	76.98	228.40	161.74	79.87	24.88						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	128.54	228.40	161.74	79.87	24.88						
	Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	374.24	1,260.47	628.84	106.78	45.24						
	Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	9.19										
	Commingled STS-1 Local Loop Facility Termination			HFRST	UDLS1	389.35	1,260.47	628.84	79.87	24.88						
	Commingled DS3/DS1 channelSystem			HFQC6	MQ3	222.98	156.02	49.41	17.12	6.77						
	Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	848.99	482.01	153.81	64.43	35.43						
	Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	2.34										
	Commingled STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	849.30	482.01	153.81	64.43	35.43						
	Commingled STS-1Interoffice Channel per mile			HFRST	1L5XX	2.34										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	28.74										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,121.00	153.19	580.26	357.17						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0009277										
	LNP Service Establishment Manual						23.60	13.83	23.60	12.71						
	LNP Service Provisioning with Point Code Establishment						1,119.00	571.71	1,119.00	571.71						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		170.69									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		501.06									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	191.92										
	Service Order Charge			9PBDC	9PBSC		23.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.05										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.70										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.16										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.05										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.70										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.16										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.89										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.54										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.89										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.54										
	4-WIRE DS1 DIGITAL LOOP		1	USL	USLXX	94.93										
	4-Wire DS1 Digital Loop - Zone 1		2	USL	USLXX	177.31										
	4-Wire DS1 Digital Loop - Zone 2		3	USL	USLXX	361.70										
	4-Wire DS1 Digital Loop - Zone 3															
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.98										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	367.80										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	69.18										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	809.05										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	806.58										
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands. Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.69										
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	94.93										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.54										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	355.33										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	809.05										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	9.54										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	367.80										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58										

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.49										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50										
	4-WIRE DS1 DIGITAL LOOP		1	USL	USLXX	81.35										
	4-Wire DS1 Digital Loop - Zone 1		2	USL	USLXX	115.62										
	4-Wire DS1 Digital Loop - Zone 2		3	USL	USLXX	205.15										
	4-Wire DS1 Digital Loop - Zone 3															
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	101.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40										
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.88										
ENHANCED EXTENDED LINK (EELs)																

Attachment: 2 Exh. B

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
													OSS Rates ($)			
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.56										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	490.59										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40										

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	9.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	10.45										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	16.65										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	9.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	10.45										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	16.65										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	11.95										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	13.80										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	21.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	11.95										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	13.80										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	21.93										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	56.82										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	60.43										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	78.66										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	13.11										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	297.21										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	13.11										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	401.83										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1379										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	40.17										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	401.83										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.02										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	421.39										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Georgia

Attachment: 2 Exh. B

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	56.82										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	60.43										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	78.66										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1379										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	40.17										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	13.11										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	297.21										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.02										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	401.83										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	13.11										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	401.83										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	3.02										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	421.39										

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.99										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.20										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.99										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.20										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.03										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.53										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.03										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.53										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	99.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	131.22										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	342.42										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	354.56										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	368.59										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.26										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	110.45										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.72										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1351.42										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.72										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1321.94										
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	35.35										
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	99.44										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	131.22										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	342.42										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.22										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	90.87										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.64										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	354.56										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1111.92										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10.64										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	368.59										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1087.66										

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.26										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.25										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.65										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.26										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.25										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.65										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.68										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	19.15										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.94										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	19.15										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.94										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	98.56										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	224.20										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	565.73										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.55										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	416.69										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.55										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	430.74										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.30										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	81.04										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	6.95										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	978.02										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.95										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	954.72										
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	29.07										
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - Louisiana

Attachment: 2 Exh. B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	11.55										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	416.69										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.95										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	978.02										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	11.55										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	430.74										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.95										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72										

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)				
								Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.60										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.35										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	12.03										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.60										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.35										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	12.03										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15.85										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.93										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	16.63										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.85										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	16.63										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	118.62										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	148.79										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	237.75										
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	527.23										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.88										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	375.07										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.88										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.33										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	65.93										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.47										

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
									Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	738.18										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.47										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	740.84										
	UNBUNDLED DARK FIBER																
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	32.51										
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.79										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75										
		4-wire DS1 Digital Lcoal Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.23										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.88										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	375.07										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.47										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	738.18										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.88										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	389.33										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.47										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	740.84										

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	CS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.16										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	120.06										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	241.75										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.89										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	264.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.89										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	296.49										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2229										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	35.87										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	379.40										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	390.08										
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.49										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	73.16										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	120.06										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	241.75										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2229										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	35.72										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.89										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	264.38										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.11										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	379.40										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.89										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	390.08										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.11										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	390.08										

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.02										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	12.56										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.11										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.02										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	12.56										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.11										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.42										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.48										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.42										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.48										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.37										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	91.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	156.40										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	263.52										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.10										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	352.31										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.10										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	360.51										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.39										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1012.75										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1012.63										
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	41.87										
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.71										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.10										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	352.31										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	9.22										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1012.75										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.10										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	360.51										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	9.22										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1012.63										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.09										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.61										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.74										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.09										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	16.61										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.74										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	14.26										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.37										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	35.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	14.26										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	35.68										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	59.09										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	88.53										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	147.82										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.40963										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	89.54										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70										
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	33.05										
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONETS																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	59.09											
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	88.53											
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	147.82											
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.40963											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54											
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																	
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57											
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	430.38											
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69											
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	976.34											
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																	
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10.57											
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	447.75											
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.69											
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70											

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (intraLATA toll and Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by Covad.

2.4 **911 Service** is as described in this Attachment.

2.5 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.6 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.

2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.

2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and Covad.

2.15 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.

2.16 **ISP-Bound Traffic** is as defined in this Attachment.

2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.18 **Local Traffic** is as defined in of this Attachment.

2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.21 **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 IP.

2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.

2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.24 **Transit Traffic** is traffic originating on Covad's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic

originating on a third party's network that is switched and/or transported by AT&T and delivered to Covad's network.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where Covad owns, leases from a third party or otherwise provides its own switch(es), or soft switch(es) providing switch functions or a combination thereof. For purposes of this attachment references to "switch" refers to switch, soft switch performing switching functions or a combination thereof.

3.2 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local), ISP bound traffic, and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable interconnection arrangements. Upon request by Covad, AT&T shall provide interconnection to Covad, at any technically feasible point on AT&T's network.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. AT&T will not request the establishment of an IP in a AT&T Central Office where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local

Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates.

3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's applicable access tariff rates.

3.4 Fiber Meet. Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Covad elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, Covad and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Covad's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.2 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the Covad Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber

Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.3 Upon verbal request by Covad, AT&T shall allow Covad access to the fusion splice point for the Fiber Meet point for maintenance purposes on Covad's side of the Fiber Meet point.

3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 AT&T and Covad shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.

4.2 Covad shall establish an interconnection trunk group(s) to at least one AT&T access tandem within the LATA for the delivery of Covad's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Covad desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which Covad has established interconnection trunk groups, Covad shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.

4.2.1 Notwithstanding the forgoing, Covad shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where Covad has homed (i.e. assigned) its NPA/NXXs. Covad shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. Covad shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Covad's NXX access tandem homing arrangement as specified by Covad in the LERG.

4.4 Any Covad interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Covad from a AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require Covad to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.

4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and Covad are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T tariff for switched access services.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Covad shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where Covad is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and Covad's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given AT&T local calling area.

4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic. Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. Covad shall order such two-way trunks via the Access Service Request (ASR) process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 5.7 of this Attachment. The Parties' use of two-way interconnection trunk groups

for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to the applicable AT&T tariff if service is requested.

4.10.1 AT&T Access Tandem Interconnection. AT&T access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.10.1.1 Basic Architecture. In the basic architecture, Covad's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Covad and AT&T access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Covad. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Covad-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T End Users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Covad End-Users. A two-way trunk group provides Intratandem Access for Covad's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Covad exchanges traffic. This trunk group also carries Covad originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Covad. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Covad and AT&T. In addition, a separate two-way transit trunk group must be established for Covad's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Covad exchanges traffic. This trunk group also carries Covad originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Covad. However, where Covad is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Covad's Transit Traffic are exchanged on a single two-way trunk group between Covad and AT&T to provide Intratandem Access to Covad. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with within twelve (12) months of the submission of such dispute. Covad agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. AT&T, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Covad. However, where Covad is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 Multiple Tandem Access Interconnection. Where Covad does not choose access tandem interconnection at every AT&T access tandem within a LATA, Covad must utilize AT&T's multiple tandem access interconnection (MTA). To utilize MTA Covad must establish an interconnection trunk group(s) at a minimum of one

AT&T access tandem within each LATA as required. AT&T will route Covad's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Covad must also establish an interconnection trunk group(s) at all AT&T access tandems where Covad NXXs are homed as described in Section 4.2.1 above. If Covad does not have NXXs homed at any particular AT&T access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T access tandem, Covad can order MTA in each AT&T access tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate Covad's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to End-Users served through those AT&T access tandems where Covad does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

4.10.1.5.1 Covad may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to Covad will be delivered to and from IXCs based on Covad's NXX access tandem homing arrangement as specified by Covad in the LERG.

4.10.1.5.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.3 To the extent Covad does not purchase MTA in a LATA served by multiple access tandems, Covad must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Covad routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, Covad shall pay AT&T the associated MTA charges.

4.10.2 Local Tandem Interconnection. Local Tandem Interconnection arrangement allows Covad to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of Covad-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T end offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.10.2.1 When a specified local calling area is served by more than one AT&T local tandem, Covad must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Covad may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. Covad may deliver Local Traffic and ISP-Bound Traffic to a "home" AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where Covad

does not choose to establish an interconnection trunk group(s). It is Covad's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Covad's codes. Likewise, Covad shall obtain its routing information from the LERG.

4.10.2.2 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, Covad must also establish an interconnection trunk group(s) to AT&T access tandems within the LATA on which Covad 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. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T access tandem for completion. (Type 2A CMRS interconnection is defined in AT&T's A35 General Subscriber Services Tariff).

4.10.2.3 AT&T's provisioning of Local Tandem Interconnection assumes that Covad has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 Direct End Office-to-End Office Interconnection. Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.1 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.3.1.1 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 Covad and AT&T.

4.10.3.1.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Covad's switch and a AT&T end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of 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.

4.10.3.1.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 Transit Traffic Trunk Group. Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Covad to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T access and local tandems provides intratandem access to the third parties also interconnected at those tandems. Covad shall be responsible for all recurring and non-recurring charges associated with Transit Traffic trunks and facilities.

4.10.4.1 Toll Free Traffic. If Covad chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all Covad originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.1 Covad may choose to perform its own Toll Free database queries from its switch. In such cases, Covad will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a AT&T local or intraLATA Toll Free call, Covad will route the post-query local or IntraLATA converted ten-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Covad will route the post-query local or intraLATA converted ten-digit local number to AT&T over the Transit Traffic Trunk Group and Covad shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Covad will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Covad's network but that are connected to AT&T's access tandem.

4.10.5 All post-query Toll Free calls for which Covad performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a AT&T access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 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 Telcordia Standard No. GR-NWT-00499. Where Covad chooses to utilize Signaling System 7

signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Covad switch and the AT&T Signaling Transfer Point (STP). AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

5.4 Quality of Interconnection. The interconnection that each Party provides to each other, as described in this Attachment, 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.

6. FORECASTING FOR TRUNK PROVISIONING

6.1 Within six (6) months after execution of this Agreement Covad shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's region. Upon receipt of Covad's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Covad-to-AT&T one-way trunks (Covad Trunks), AT&T-to-Covad one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop AT&T Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Covad location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

6.2 Once initial interconnection trunk forecasts have been developed, Covad shall continue to provide interconnection trunk forecasts at mutually agreeable intervals.

Covad shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1.

6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

6.4 Trunk Utilization. For the AT&T Trunk Groups that are Final Trunk Groups (AT&T Final Trunk Groups), AT&T and Covad shall monitor traffic on each AT&T Final Trunk Group that is ordered and installed. The Parties agree that the AT&T Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the AT&T Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any AT&T Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. AT&T may disconnect any Under-utilized AT&T Final Trunk Groups and Covad shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

6.4.1 AT&T's CISC will notify Covad of any under-utilized AT&T Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated Covad interface. Covad will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Covad expects to need such trunks. AT&T's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Covad to determine if agreement can be reached on the number of AT&T Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to Covad. The due date of these orders will be four weeks after Covad was first notified in writing of the underutilization of the trunk groups.

6.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6.4.3 For the two-way trunk groups, AT&T and Covad shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. AT&T will request the disconnection of any Under-utilized two-way trunk(s) and Covad shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

6.4.3.1 AT&T's CISC will notify Covad of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated Covad interface. Covad will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Covad expects to need such trunks. AT&T's CISC Project Manager and CCM will discuss the information with Covad to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Covad will issue disconnect orders to AT&T. The due date of these orders will be four weeks after Covad was first notified in writing of the underutilization of the trunk groups.

6.4.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7. LOCAL DIALING PARITY

7.1 AT&T and Covad shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

8. INTERCONNECTION COMPENSATION

8.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in

either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's General Subscriber Service Tariff.

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

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's General Subscriber Service tariff. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and for Multiple Tandem Access as described in this Attachment.

8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.

8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party AT&T's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in AT&T's Access Services Tariffs as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, 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 AT&T originating switched access tariff rates as set forth in AT&T's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

8.1.7 If Covad assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to Covad End Users physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Covad customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Covad agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to Covad at AT&T's switched access tariff rates.

8.2 If Covad does not identify such interLATA traffic to AT&T, AT&T will determine which whole Covad NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's Access Service Tariff. AT&T shall make appropriate billing adjustments if Covad can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.3 Jurisdictional Reporting

8.3.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-Bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

8.3.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

8.3.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's Intrastate Access Services Tariff will apply to Covad. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party

shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide as it is amended from time to time.

8.3.4 Notwithstanding the provisions in Section 8.3.1, 8.3.2, and 8.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 8.3.5 below.

8.3.5 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. AT&T and Covad shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted 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 auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and 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 PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

8.4 Compensation for IntraLATA 8XX Traffic. AT&T will charge the appropriate switched access charges as set forth in the AT&T intrastate Access Services Tariff to the IXC that is responsible for terminating the 8XX to the appropriate Wide Area Telecommunications Service (WATS) or Plain Old Telephone Service (POTS) number. Covad will pay AT&T the database query charge as set forth in the AT&T Intrastate Access Services Tariff. Covad will be responsible for any applicable Common Channel Signaling (SS7).

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards,

necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

8.4.2 8XX Access Screening. AT&T's provision of 8XX Toll Free Dialing (TFD) to Covad requires interconnection from Covad to AT&T's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Covad shall establish SS7 interconnection at the AT&T Local Signal Transfer Points serving the AT&T 8XX SCPs that Covad desires to query. The terms and conditions for 8XX TFD are set out in AT&T's Intrastate Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. 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) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If a AT&T End User chooses Covad as their presubscribed interexchange carrier, or if a AT&T End User uses Covad as an interexchange carrier on a 101XXXX basis, AT&T will charge Covad the appropriate AT&T tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's Intrastate or Interstate Access Services Tariff, as appropriate.

8.5.4 When Covad's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill 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 Covad as the Party providing the end office function. Each party will use

the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 When Covad's end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to Covad, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

8.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.5.6 AT&T, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

8.5.7 Any claims against AT&T, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.

8.5.8 AT&T, as the tandem provider 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 Party 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 Party. Each Party 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.

8.5.9 Covad agrees not to deliver switched access traffic to AT&T for termination except over Covad ordered switched access trunks and facilities.

8.6 Transit Traffic. AT&T shall provide tandem switching and transport services for Covad's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Covad and Wireless Type 1 third parties shall

not be treated as Transit Traffic from a routing or billing perspective. Traffic between Covad and Wireless Type 2A or a third party CLEC utilizing AT&T switching shall not be treated as Transit Traffic from a routing or billing perspective until AT&T and the Wireless carrier or a third party CLEC utilizing AT&T switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

8.6.1 The delivery of traffic that transits the AT&T network and is transported to another carrier's network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Covad is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to Covad. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, Covad shall reimburse AT&T for such charges or costs. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures.

9. FRAME RELAY SERVICE INTERCONNECTION

9.1 In addition to the Local Interconnection services set forth above, AT&T will offer a network to network Interconnection arrangement between AT&T's and Covad's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Covad is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Covad and AT&T Frame Relay Switches in the same LATA.

9.2 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 (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Appendix A of AT&T's FCC Tariff No. 1 except as set forth in this Attachment.

9.3 Upon the request of either Party, such interconnection will be established where AT&T and Covad have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, 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.

9.4 The Parties agree to provision local (intraLATA) Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service

(both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

9.5 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 Factor (PLCU), determined as follows:

9.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, 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).

9.5.2 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 (InterLATA VC).

9.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Covad may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at AT&T's request, and within 90 days, if AT&T notifies Covad that it has found that this method does not adequately represent the PLCU.

9.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

9.5.5 AT&T will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: AT&T will invoice, and Covad will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in AT&T's Interstate Access Tariff, FCC No. 1. Covad will then invoice, and AT&T will pay, an amount calculated by multiplying the AT&T billed charges for the circuit by one-half of Covad's PLCU.

9.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in AT&T's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: AT&T will invoice, and Covad will pay, the total nonrecurring and recurring charges for the NNI port. Covad will then invoice, and AT&T will pay, an amount calculated by multiplying the AT&T billed nonrecurring and recurring charges for the NNI port by Covad's PLCU.

9.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate

elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

9.8 For the PVC segment between the Covad and AT&T Frame Relay switches, compensation for the PVC charges is based upon the rates in AT&T's Interstate Access Tariff, FCC No. 1.

9.9 Compensation for PVC rate elements will be calculated as follows:

9.9.1 If Covad orders a VC connection between a AT&T subscriber's PVC segment and a PVC segment from the AT&T Frame Relay switch to the Covad Frame Relay switch, AT&T will invoice, and Covad will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the AT&T and Covad Frame Relay switches. If the VC is a Local VC, Covad will then invoice and AT&T will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Covad for the PVC segment.

9.9.2 If AT&T orders a Local VC connection between a Covad subscriber's PVC segment and a PVC segment from the Covad Frame Relay switch to the AT&T Frame Relay switch, AT&T will invoice, and Covad will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the AT&T and Covad Frame Relay switches. If the VC is a Local VC, Covad will then invoice and AT&T will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Covad for the PVC segment.

9.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the AT&T access tariff AT&T Tariff FCC No. 1.

9.9.4 If Covad requests a change, AT&T will invoice and Covad will pay a Feature Change charge for each affected PVC segment.

9.9.4.1 If AT&T requests a change to a Local VC, Covad will invoice and AT&T will pay a Feature Change charge for each affected PVC segment.

9.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

9.9.6 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, Managed Shared 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 AT&T access tariff AT&T Tariff FCC No. 1.

9.10 Covad will identify and report quarterly to AT&T the PLCU of the Frame Relay facilities it uses, per Section 9.5.3 above.

9.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the AT&T State Access Services tariffs or Section 2 of the AT&T FCC No.1 Tariff.

10. ORDERING CHARGES

10.1 The facilities purchased pursuant to this Attachment shall be ordered via the Access Service Request (ASR) process.

10.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in AT&T's FCC No. 1 Tariff, Section 5.

11. BASIC 911 AND E911 INTERCONNECTION

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

11.2 Basic 911 Interconnection. AT&T will provide to Covad 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. Covad 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 AT&T. Covad will be required to route that call to the appropriate Public Safety Answering Point (PSAP). When a municipality converts to E911 service, Covad will be required to begin using E911 procedures.

11.3 E911 Interconnection. Covad shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Covad shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the AT&T Interconnection website. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Covad

will be required to provide AT&T daily updates to the E911 database. Covad 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 AT&T. If the E911 tandem trunks are not available, Covad will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. Covad shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

11.4 Trunks and facilities for 911 Interconnection may be ordered by Covad from AT&T pursuant to the terms and conditions set forth in this Attachment at the rates set forth in Exhibit A hereto.

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

12. SS7 NETWORK INTERCONNECTION

12.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require AT&T to send SS7 messages or call-related database queries to Covad's or any other third-party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

12.2 Signaling Call Information. AT&T and Covad will send and receive 10 digits for Local Traffic. Additionally, AT&T and Covad 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.

12.3 SS7 Network Interconnection is the interconnection of Covad local signaling transfer point switches or Covad local or tandem switching systems with AT&T signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among AT&T switching systems and

databases, Covad local or tandem switching systems, and other third-party switching systems directly connected to the AT&T SS7 network.

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

12.3.2 If traffic is routed based on dialed or translated digits between a Covad local switching system and a AT&T or other third-party local switching system, either directly or via a AT&T tandem switching system, then it is a requirement that the AT&T 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 Covad local signaling transfer point switches and AT&T or other third-party local switch.

12.3.3 SS7 Network Interconnection shall provide:

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

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

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

12.3.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a AT&T switching system or DB, or is another third-party local or tandem switching system directly connected to the AT&T SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Covad local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Covad local STPs and shall not include SCCP Subsystem Management of the destination.

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

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

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

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

12.4.1 A-link interface from Covad local or tandem switching systems; and

12.4.2 B-link interface from Covad STPs.

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

12.4.4 AT&T shall provide intraoffice diversity between the Signaling Points of Interconnection and the AT&T 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 AT&T STP.

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

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

Exhibit B

Basic Architecture

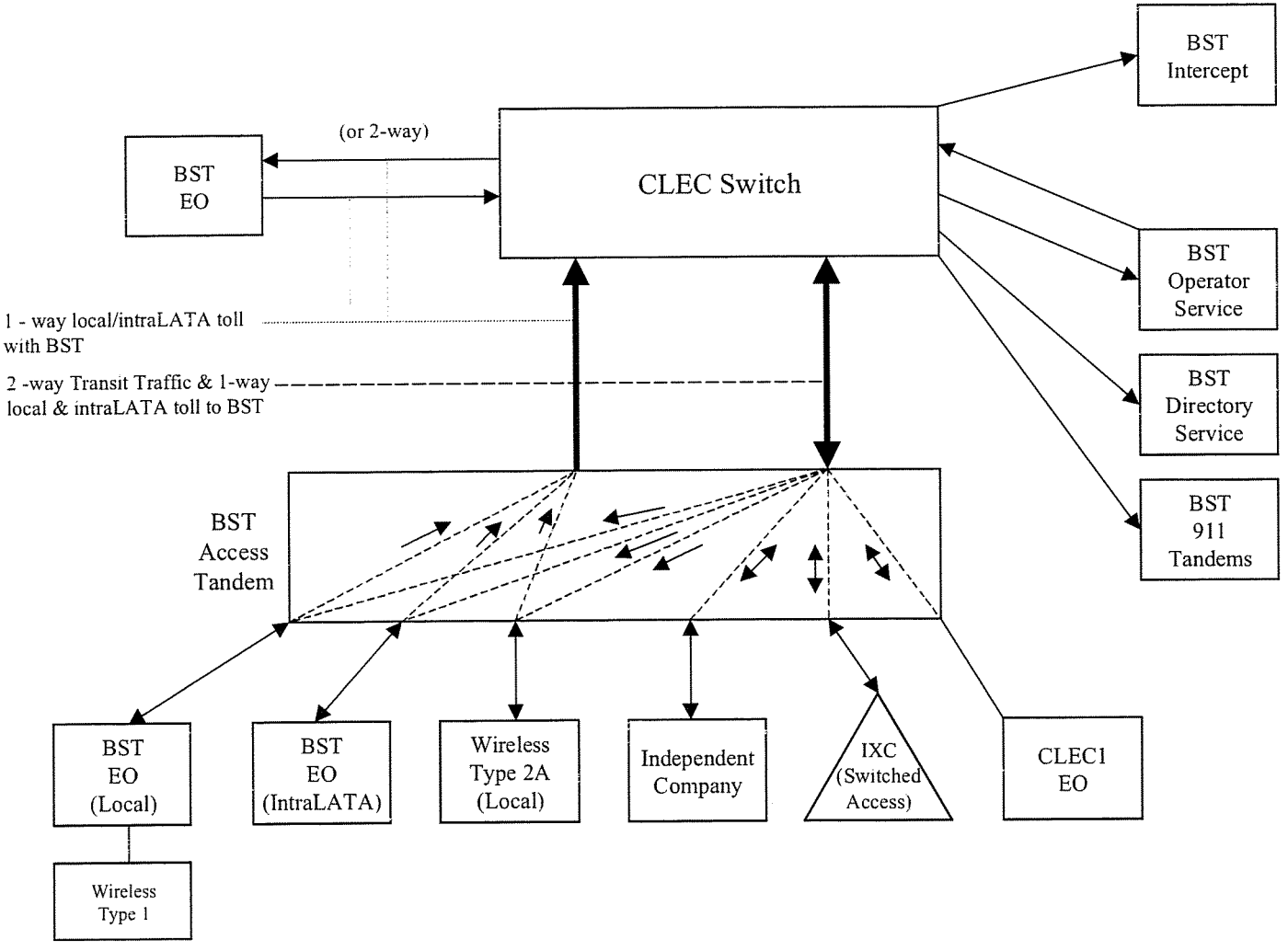


Exhibit C

One-Way Architecture

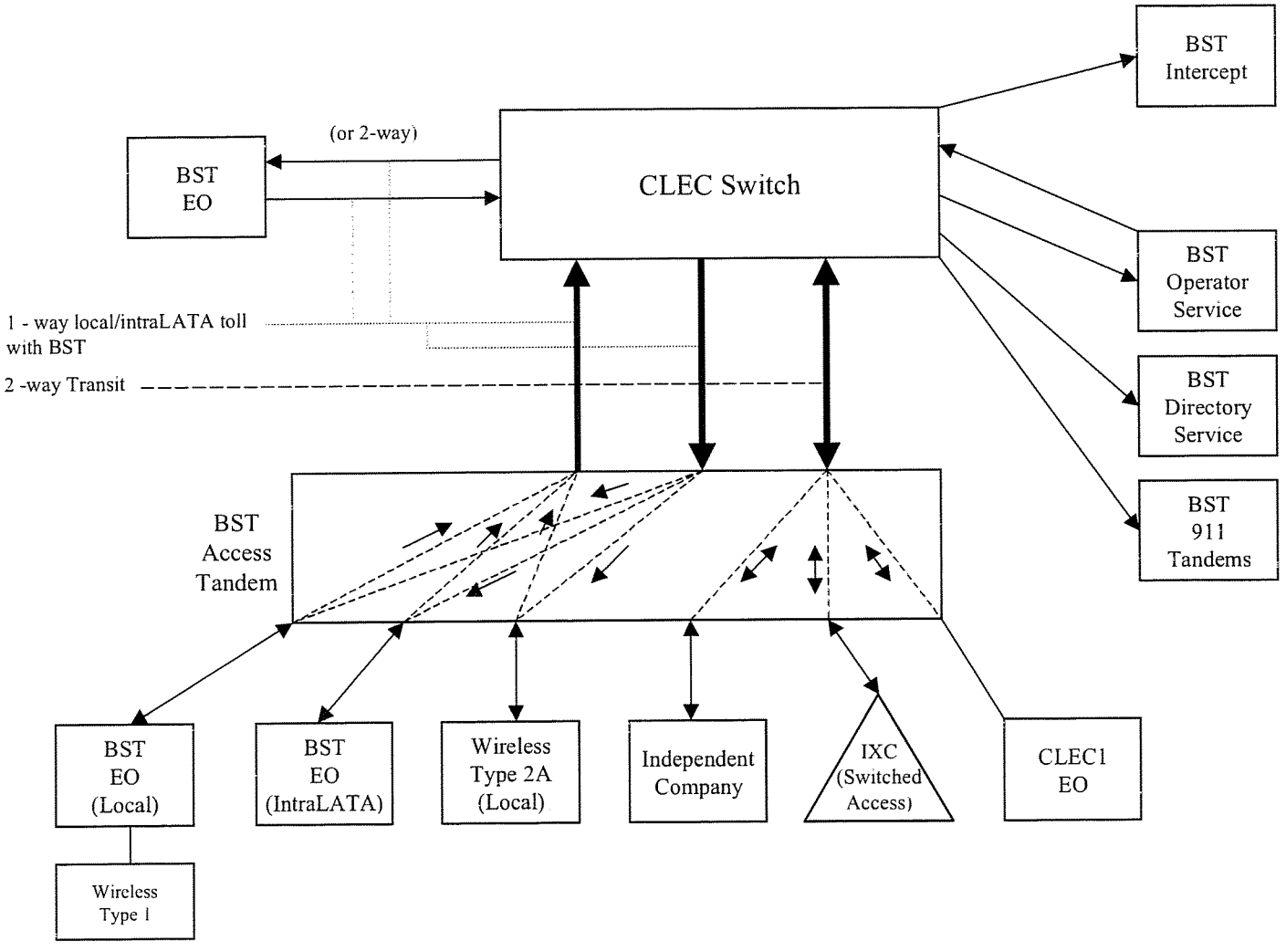


Exhibit D

Two-Way Architecture

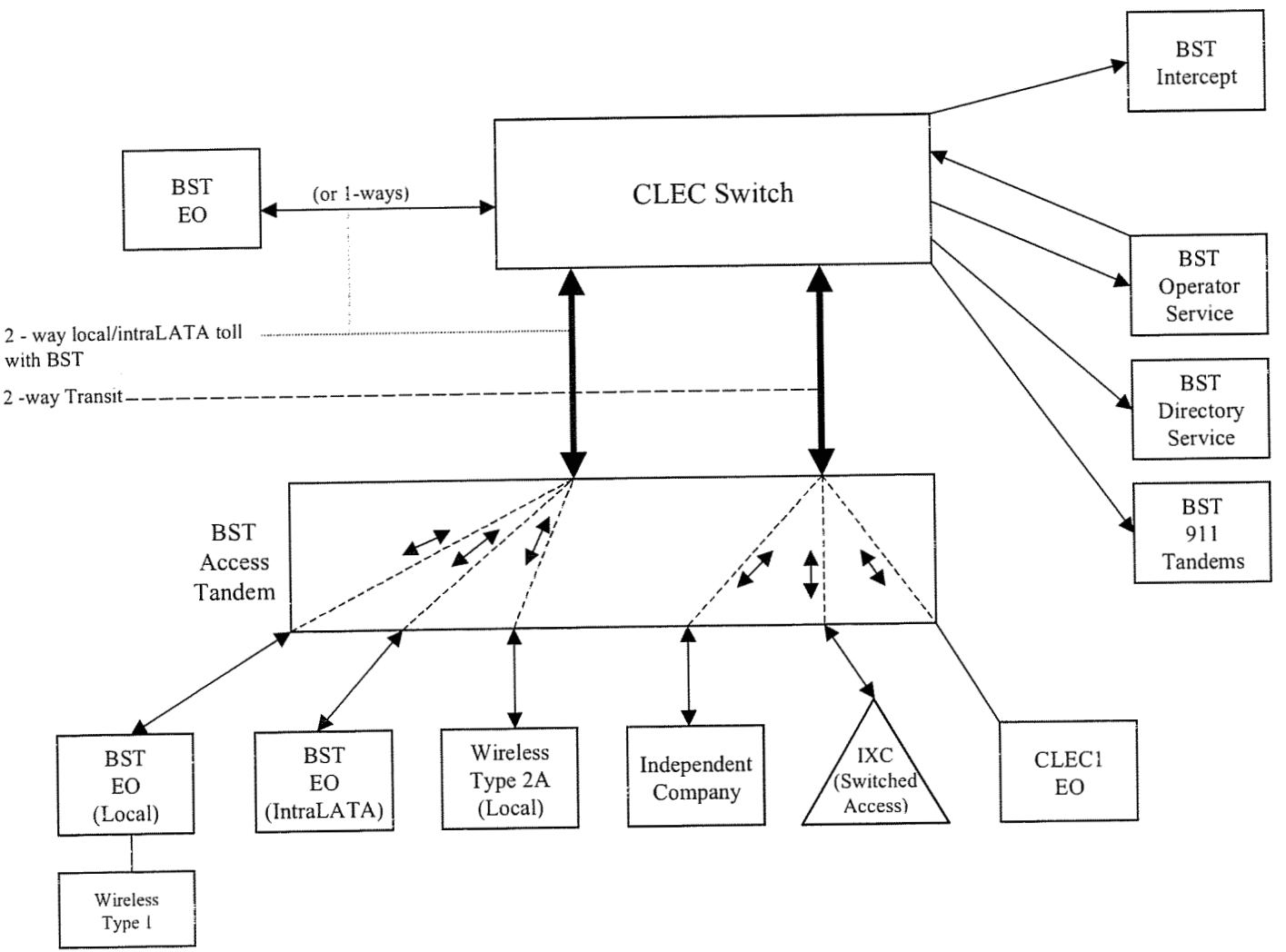
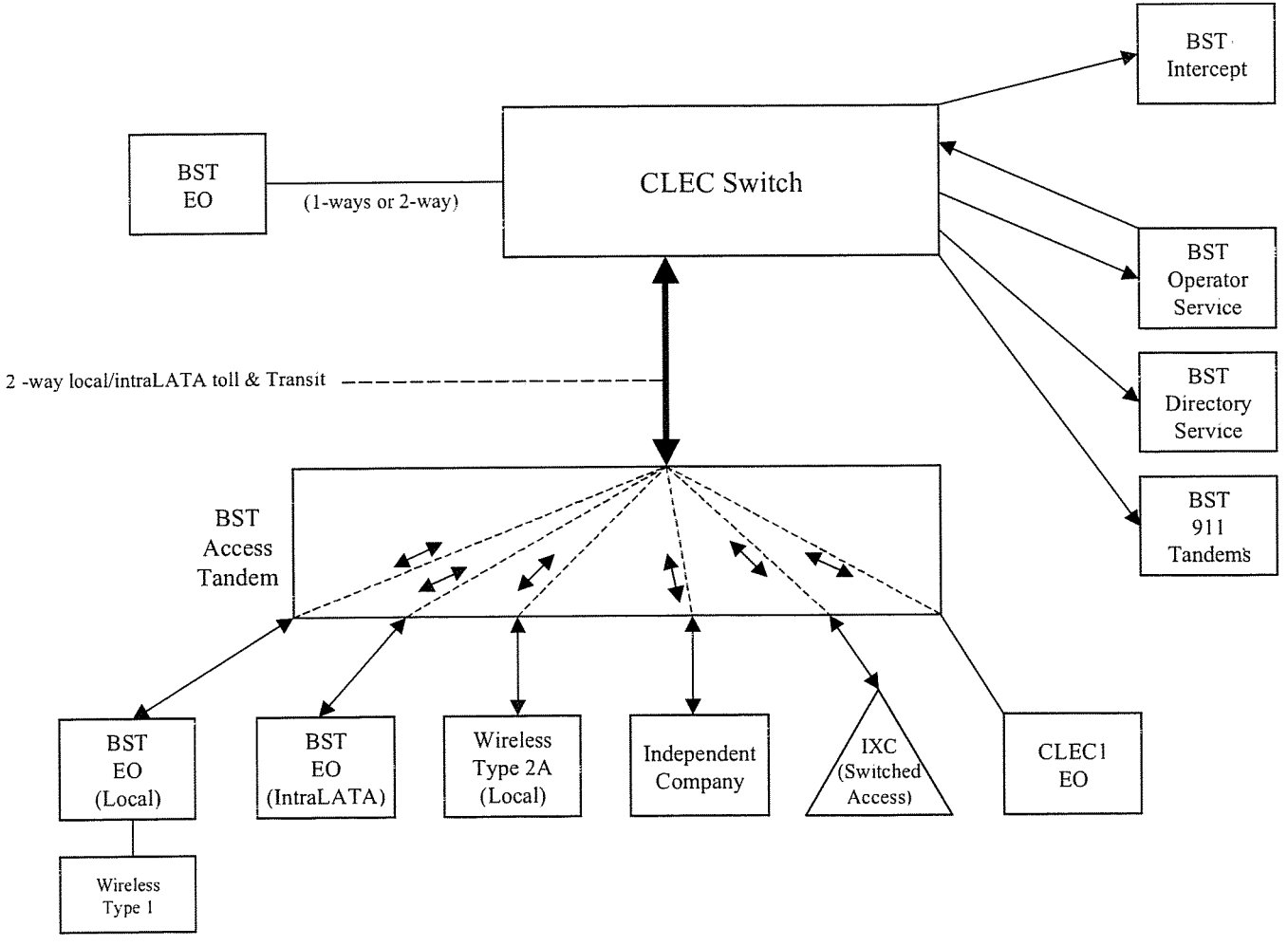


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING					0.0004980bk										
	Tandem Switching Function Per MOU					0.000498										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0015										
	Tandem Intermediary Charge, per MOU*															
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56	8.12								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56	8.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)					0.0000023bk										
	Common Transport - Per Mile, Per MOU					0.0003224bk										
	Common Transport - Facilities Termination Per MOU															
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
	CCS7 Signaling Usage, Per TCAP Message					0.0000569										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						

LOCAL INTERCONNECTION - Alabama

CATEGORY		RATE ELEMENTS	Interim	Zone	ICS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection. Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Usage. Per ISUP Message					0.0000142bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33bk										
		CCS7 Signaling Point Code. per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57						
		CCS7 Signaling Connection. Switched access service, interface groups. transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection. Switched access service, interface groups. transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44						

Att: 3 Exh: A

LOCAL INTERCONNECTION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING					0.0006019bk										
	Tandem Switching Function Per MOU					0.0006019										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0015										
	Tandem Intermediary Charge, per MOU*															
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.73	8.19								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73	8.19								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)					0.0000035bk										
	Common Transport - Per Mile, Per MOU					0.0004372bk										
	Common Transport - Facilities Termination Per MOU															
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
	CCS7 Signaling Usage, Per TCAP Message					0.0000607										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31						

LOCAL INTERCONNECTION - Florida

Att: 3 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection. Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Usage. Per ISUP Message					0.0000152bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32bk										
	CCS7 Signaling Point Code. per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
	CCS7 Signaling Point Code. per Destination Point Code Establishment or Change. Per Stp Affected			UDB	CCAPD											
	CCS7 Signaling Connection. Switched access service, interface groups. transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection. Switched access service, interface groups. transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						

LOCAL INTERCONNECTION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0004186bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004186										
	Tandem Intermediary Charge, per MOU*					0.0015										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.53	8.11								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.53	8.11								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)					0.0000028bk										
	Common Transport - Per Mile, Per MOU					0.0001955bk										
	Common Transport - Facilities Termination Per MOU															
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0059										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0059										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0059										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1199										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.93	110.92	80.20	31.33	21.71						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.63										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	349.42	320.16	86.24	66.71	52.76						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.91	120.95	53.24	46.35	13.35						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.90	125.50	54.38	46.35	13.35						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.82	149.31	111.09	40.32	26.09						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	150.05	444.58	145.04	112.80	75.81						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	71.23	105.57	41.545	23.73	4.19						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	124.39	224.255	71.76	39.965	31.035						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	7.50	15.79	11.375	6.60	6.60						
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	8.93	34.74	34.74	16.90	16.90						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	8.93	34.74	34.74	16.90	16.90						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	8.93	34.74	34.74	16.90	16.90						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	8.93	34.74	34.74	16.90	16.90						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	111.30										
	CCS7 Signaling Usage, Per Call Setup Message					.0000134bk										

LOCAL INTERCONNECTION - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Usage, Per TCAP Message					0.0000536										
		CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					.0000134bk										
		CCS7 Signaling Usage Surrogate, per link			UDB	STU56	921.93bk										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		28.12	28.12	33.29	33.29						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.93	34.74	34.74	16.90	16.90						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.93	34.74	34.74	16.90	16.90						

LOCAL INTERCONNECTION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006772bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006772										
	Tandem Intermediary Charge, per MOU*					0.0015										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000030bk										
	Common Transport - Facilities Termination Per MOU					0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39										
	CCS7 Signaling Usage, Per Call Setup Message					0.0000164bk										

LOCAL INTERCONNECTION - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							. Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Usage, Per TCAP Message					0.0000656										
		CCS7 Signaling Usage, Per ISUP Message					0.0000164bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45						

LOCAL INTERCONNECTION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING					0.0005507bk										
	Tandem Switching Function Per MOU															
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0005507										
	Tandem Intermediary Charge, per MOU*					0.0000										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.64	8.15								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.64	8.15								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)					0.0000032bk										
	Common Transport - Per Mile, Per MOU					0.0003748bk										
	Common Transport - Facilities Termination Per MOU															
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.013										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.60	39.36	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	86.69	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.32	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.41	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25								
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	147.60										
	CCS7 Signaling Usage, Per TCAP Message					0.000064										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50								

LOCAL INTERCONNECTION - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection. Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.77	34.50	34.50								
		CCS7 Signaling Usage. Per ISUP Message					0.000016bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.1bk										
		CCS7 Signaling Point Code. per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17								
		CCS7 Signaling Point Code. per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17								
		CCS7 Signaling Connection. Switched access service, interface groups. transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.77	34.50	34.50								
		CCS7 Signaling Connection. Switched access service, interface groups. transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.77	34.50	34.50								

LOCAL INTERCONNECTION - Mississippi														Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0005379bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0005379										
	Tandem Intermediary Charge, per MOU*					0.0015										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000026bk										
	Common Transport - Facilities Termination Per MOU					0.0004541bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0098										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.21										
	CCS7 Signaling Usage, Per TCAP Message					0.0000597										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection. Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	16.55	35.74	35.74	16.53	16.53						

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection. Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Usage. Per ISUP Message					0.0000149bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683.55bk										
		CCS7 Signaling Point Code. per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78						
		CCS7 Signaling Point Code. per Destination Point Code Establishment or Change. Per Stp Affected			UDB	CCAPD											
		CCS7 Signaling Connection. Switched access service, interface groups. transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection. Switched access service, interface groups. transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.55	35.74	35.74	16.53	16.53						

LOCAL INTERCONNECTION - North Carolina

Att: 3 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0004788bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004788										
	Tandem Intermediary Charge, per MOU*					0.0015										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.55	8.12								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.55	8.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000023bk										
	Common Transport - Facilities Termination Per MOU					0.0001676bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0095										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.12	39.36	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0095										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0095										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1938										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	31.19	86.69	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.44										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	329.91	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	6.29	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	7.08	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.13	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	82.89	438.46	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40								
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	8.13	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	8.13	34.50	34.50								
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	8.13	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	8.13	34.50	34.50								

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	108.19										
		CCS7 Signaling Usage, Per ISUP Message					0.0000094bk										
		CCS7 Signaling Usage, Per TCAP Message					0.0000374										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	644.04bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		55.77	55.77								
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00								
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.13	34.50	34.50								
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.13	34.50	34.50								

LOCAL INTERCONNECTION - South Carolina														Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0007360bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000736										
	Tandem Intermediary Charge, per MOU*					0.0015										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.65	8.16								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.65	8.16								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000045bk										
	Common Transport - Facilities Termination Per MOU					0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0167										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49										
	CCS7 Signaling Usage, Per TCAP Message					0.0000692										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Usage, Per ISUP Message					0.0000173bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.93	35.61	35.61	16.48	16.48						

LOCAL INTERCONNECTION - Tennessee

Att: 3 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	CS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0009778bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0009778										
	Tandem Intermediary Charge, per MOU*					0.0000										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.59	8.09								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59	8.09								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	*Dedicated Tandem Trunk Port Service-per DS0***			*OHD*	*TDWOP*	*0.00*										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000064bk										
	Common Transport - Facilities Termination Per MOU					0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174										
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.29	199.33	24.16	54.81	*4.80*						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46						
	DS3 to DS1 Channel System per month			*OH3, OH3MS*	*SATNS*	*222.98*	308.03	108.47	44.47	42.62						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
	CCS7 Signaling Usage, Per TCAP Message					0.0000916										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.35	0.00	0.00	0.00

LOCAL INTERCONNECTION - Tennessee														Att: 3 Exh: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection. Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.3bk										
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection. Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection. Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	0.00	0.00	0.00

Attachment 4

Central Office Collocation

AT&T

CENTRAL OFFICE COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment 4 –Central Office Collocation shall only apply when Covad is physically collocated as a sole occupant or as a Host within a "AT&T Premises", as defined in Section 1.2 below, pursuant to this Attachment 4 – Central Office Collocation. This Attachment is applicable to AT&T Premises owned or leased by AT&T. However, if the AT&T Premises occupied by AT&T is leased by AT&T from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.

1.1.1 All the negotiated rates, terms and conditions set forth in this Attachment 4 – Central Office Collocation pertain to collocation and the provisioning of Collocation Space as defined in Section 1.2 below.

1.2 Right to Occupy. Subject to Section 4 of this Attachment for Central Office Collocation, AT&T allows Covad to occupy that certain area designated by AT&T within a AT&T Premises, or on AT&T property upon which the AT&T Premises is located, of a size which is specified by Covad and agreed to by AT&T (hereinafter "Collocation Space"). Premises as defined by the Code of Federal Regulation ("CFR") are AT&T's Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by AT&T that house its network facilities, and all structures that house AT&T facilities on public rights-of-way, including containing but not limited to vaults containing loop concentrators or similar structures. For purposes of this Attachment 4 – Central Office Collocation, AT&T Premises include AT&T Central Offices and Serving Wire Centers (hereinafter "AT&T Premises"). The necessary rates, terms and conditions for AT&T locations other than AT&T Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither AT&T nor any of AT&T's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.1.1 In all states other than Florida, the size specified by Covad may contemplate a request

for space sufficient to accommodate Covad's growth within a twenty-four (24) month period.

1.2.1.2 In the state of Florida, the size specified by Covad may contemplate a request for space sufficient to accommodate Covad's growth within an eighteen (18) month period.

1.3 Space Allocation. AT&T shall attempt to accommodate Covad's requested space preferences, if any. In allocating Collocation Space, AT&T shall not materially increase Covad's cost or materially delay Covad's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Covad wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the AT&T Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by AT&T or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the AT&T Premises. AT&T may require separation of collocated equipment from its own equipment only if the proposed separated space is: (a) available in the same or a shorter time frame as non-separated space; (b) at a cost not materially higher than the cost of non-separated space; and (c) is comparable, from a technical and engineering standpoint to non-separated space. AT&T may require such separation measures only where legitimate security concerns, or operation constraints, unrelated to AT&T's or any of its affiliates' or subsidiaries' competitive concerns, warrants them. AT&T may require Covad to use a separate entrance to its collocation space only where a separate entrance already exists or where construction of such an entrance is technically feasible and will neither artificially delay collocation provisioning nor materially increase Covad's costs. Additionally, AT&T may require construction of a separated entrance only where legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliate's or subsidiaries competitive concerns, warrants it.

1.4 Transfer of Collocation Space. Covad shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the Central Office is not at or

near space exhaustion; (2) the transfer of space shall be contingent upon AT&T's approval, which will not be unreasonably withheld; (3) Covad has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Covad's sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.

1.4.1 The responsibilities of Covad shall include: (1) submitting a letter of authorization to AT&T for the transfer; (2) entering into a transfer agreement with AT&T and the acquiring CLEC; and (3) returning all Security Access Devices to AT&T. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to AT&T for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with AT&T; (3) submitting a letter to AT&T for the assumption of services; and (4) entering into a transfer agreement with AT&T and Covad.

1.4.2 In regard to the transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.

1.5 Space Reclamation. In the event of space exhaust within a AT&T Premises, AT&T may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the AT&T Premises, including unutilized space held by Covad and other collocated telecommunications carriers in AT&T's Premises. Covad will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.5.1 AT&T may reclaim unused Collocation Space when a AT&T Central Office is at or near space exhaustion and Covad cannot demonstrate that Covad will utilize the Collocation Space within a reasonable time. In the event of space exhaust or near space exhaust within a AT&T Premises, AT&T must provide written notice to Covad requesting that Covad release non-utilized Collocation Space to AT&T when 100 percent of the Collocation Space in Covad's collocation arrangement is not being utilized.

1.5.1.1 Within twenty (20) days of receipt of such written notification from AT&T , Covad shall either: (1) return the non-utilized Collocation Space to AT&T, in which case

Covad shall be relieved of all obligations for charges for that portion of the Collocation Space applicable from the date the Collocation Space is returned to AT&T; or (2) for all states with the exception of Florida, provide AT&T with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Covad accepted the Collocation Space (Acceptance Date) from AT&T. For Florida, Covad shall provide information to AT&T demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date. Notwithstanding (2) above, if Covad has been in its Collocation Space for more than eighteen (18) or twenty-four (24) months from the original Acceptance Date, whichever is applicable pursuant to the state commission's space reservation requirements, Covad will provide information to AT&T demonstrating that the Collocation Space will be utilized and Covad's equipment will become operational within nine months of the date AT&T provides written notification that AT&T wishes to reclaim said Collocation Space, or as of a date mutually agreed to by the Parties.

1.5.1.2 Disputes concerning AT&T's claim of Central Office space exhaust, or near exhaust, or Covad's refusal to return requested Collocation Space should be resolved by AT&T and Covad pursuant to the Dispute Resolution language contained in this Agreement.

1.6 Use of Space. Covad shall use the Collocation Space for the purpose of installing, maintaining and operating Covad's equipment (including testing and monitoring equipment) necessary for interconnection with AT&T's services/facilities or for accessing AT&T's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Covad may not be used for any purposes other than as specifically described herein or in any amendment hereto.

1.7 Rates and Charges. Covad agrees to pay the rates and charges identified in Exhibit B attached hereto.

1.8 If any due date contained in this Attachment falls on a weekend or a National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.

1.9 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 Availability Report

2.1 Space Availability Report. Upon request from Covad, AT&T will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular AT&T Premises at the rates set forth in Exhibit B of this Attachment. This report will include the amount of Collocation Space available at the AT&T Premises requested, the number of collocators present at the AT&T Premises, any modifications in the use of the space since the last report on the AT&T Premises requested and the measures AT&T is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the AT&T Premises for which the Space Availability Report was requested by Covad.

2.1.1 The request from Covad for a Space Availability Report must be in writing and include the AT&T Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the AT&T Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

2.1.2 AT&T will respond to a request for a Space Availability Report for a particular AT&T Premises within ten (10) calendar days of the receipt of such a request. AT&T will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) AT&T Premises within the same state. The response time for Space Availability Report requests of more than five (5) AT&T Premises, whether the request are for the same state or for two or more states within the AT&T Region, shall be negotiated between the Parties. If AT&T cannot meet the ten (10) calendar day response time, AT&T shall notify Covad and inform Covad of the timeframe under which it can respond.

3. Collocation Options

3.1 Cageless. AT&T shall allow Covad to collocate Covad's equipment and facilities without requiring the construction of a cage or similar structure. AT&T shall allow

Covad to have direct access to Covad's equipment and facilities in accordance with Section 5.9. AT&T shall make cageless collocation available in single bay increments. Except where Covad's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Covad must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. AT&T will make caged Collocation Space available in fifty (50) square foot increments. Upon Covad's request and at Covad's expense, Covad will arrange with a Supplier certified by AT&T (AT&T Certified Supplier), provided that AT&T shall not unreasonably withhold approval of contractors or telecommunications carriers as AT&T Certified Suppliers, to construct a collocation arrangement enclosure in accordance with AT&T's specifications for wire mesh enclosures prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than AT&T's wire mesh enclosure specifications, Covad and Covad's AT&T Certified Supplier must comply with the more stringent local building code requirements. Covad's AT&T Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. AT&T shall cooperate with Covad and provide, at Covad's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications, etc. necessary for Covad's AT&T Certified Supplier to obtain all necessary permits and/or other licenses. Covad's AT&T Certified Supplier shall bill Covad directly for all work performed for Covad to comply with this Attachment. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by Covad's AT&T Certified Supplier. Covad must provide the local AT&T Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, AT&T will not access Covad's locked enclosure prior to notifying Covad at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, AT&T shall construct the enclosure for Covad.

3.2.1 AT&T may elect to review Covad's plans and specifications if Covad has indicated its desire to have Covad's AT&T Certified Supplier construct the collocation

arrangement enclosure, prior to allowing construction to start, to ensure compliance with AT&T's wire mesh enclosure specifications. AT&T will notify Covad of its desire to execute this review in AT&T's Application Response to Covad's Initial Application. The Application Response is defined for purposes of this Attachment as AT&T's written response that includes sufficient information for Covad to place a firm order ("Firm Order") for the Collocation Space it is requesting.

3.2.2 If Covad's Initial Application does not indicate its desire to construct its own enclosure, and Covad subsequently decides to construct its own enclosure prior to AT&T's Application Response, then Covad will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Covad subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by AT&T, Covad will submit a Subsequent Application, ad defined in Section 6.3 of this Attachment. If AT&T elects to review Covad's plans and specifications, then AT&T will provide notification to Covad within ten (10) calendar days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent BFFO date. AT&T shall complete its review within fifteen (15) calendar days after AT&T's receipt of Covad's plans and specifications. The review of the plans and specifications shall not impose delay on the construction of the enclosure, unless AT&T notifies Covad in writing that its plans and specifications do not conform to the plans and specifications provided by AT&T.

3.2.3 Regardless of whether or not AT&T elects to review Covad's plans and specifications, AT&T reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Covad's submitted plans and specifications and/or AT&T's wire mesh enclosure specifications, as applicable. If AT&T decides to inspect the constructed Collocation Space, AT&T will complete its inspection within fifteen (15) calendar days after receipt of Covad's written notification that the enclosure has been completed. AT&T may, at its sole discretion require Covad to remove or correct within seven (7) calendar days, at Covad's expense, any structure that does not meet Covad's plans and specifications or AT&T's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation. Covad may allow other telecommunications carriers to share Covad's caged Collocation Space, pursuant to the terms and conditions agreed

to by Covad (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the AT&T Premises is located within a leased space and AT&T is prohibited by said lease from offering such an option to Covad. AT&T shall be notified in writing by Covad upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Covad that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between AT&T and Covad. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T and Covad.

3.3.1 Covad, as the Host, shall be the sole interface and responsible Party to AT&T for the assessment and billing of rates and charges contained within this Attachment. Covad is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. AT&T shall provide Covad with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Covad shall be the responsible Party to AT&T for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Application for equipment placement using the Host's Access Carrier Name Abbreviation (ACNA). In Florida, in the event the Host submits an Initial or Subsequent Application which includes placement of a Guest's equipment, only one Initial Application Fee or one Subsequent Application Fee, as set forth in Exhibit B, will be assessed. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that AT&T provides its written Application Response to the Guest(s) Bona Fide Application.

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to AT&T to request the provisioning of interconnecting facilities between AT&T and the Guest(s), the provisioning of services, and/or access to unbundled network elements (hereinafter "UNE"s). The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable AT&T Tariff or the Guest's

Interconnection Agreement with AT&T.

3.3.3 Covad shall indemnify and hold harmless AT&T from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Covad's Guest(s) in the Collocation Space, except to the extent caused by AT&T's gross negligence, willful misconduct or sole negligence.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, AT&T will permit an adjacent collocation arrangement (Adjacent Arrangement) on AT&T Premises' property only when space within the requested AT&T Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the AT&T Premises' property. An Adjacent Arrangement shall be procured by Covad or constructed by the Covad's AT&T Certified Supplier and must be in conformance with AT&T's design and construction specifications. Further, Covad shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

3.4.1 If Covad requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Covad must arrange with a AT&T Certified Supplier to construct the Adjacent Arrangement structure in accordance with AT&T's specifications. AT&T will provide AT&T's specifications upon request. Where local building codes require enclosure specifications more stringent than AT&T's specifications, Covad and Covad's AT&T Certified Supplier shall comply with the more stringent local building code requirements. Covad's AT&T Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Covad's AT&T Certified Supplier shall bill Covad directly for all work performed for Covad to comply with this Attachment. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by Covad's AT&T Certified Supplier. Covad must provide the local AT&T Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, AT&T will not access Covad's locked enclosure prior to notifying Covad at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.2 Covad must submit its Adjacent Arrangement construction plans and specifications to

AT&T when it places its Firm Order. AT&T shall review Covad's plans and specifications prior to construction of an Adjacent Arrangement to ensure Covad's compliance with AT&T's specifications. AT&T shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Covad for the Adjacent Arrangement. AT&T may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Covad's submitted plans and specifications. If AT&T decides to inspect the completed Adjacent Arrangement, AT&T will complete its inspection within fifteen (15) calendar days after receipt of Covad's written notification that the Adjacent Arrangement has been completed. AT&T may, at its sole discretion, require Covad, at Covad's expense, to remove or correct within seven (7) calendar days after AT&T has completed its inspection of Covad's Adjacent Arrangement, any structure that does not meet its submitted plans and specifications or AT&T's specifications.

3.4.3 Covad shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the AT&T point of demarcation. At Covad's option, and where the local authority having jurisdiction permits, AT&T shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, at Covad's request and expense, AT&T will provide DC power to an Adjacent Collocation site where technically feasible, as "technically feasible" has been defined by the FCC, and in accordance with applicable law, subject to individual case basis (ICB) pricing, which shall constitute a direct pass-through of any and all costs incurred by AT&T to Covad. AT&T will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes, and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. Covad will pay for any and all (100%) DC power construction and provisioning costs to an Adjacent Arrangement through ICB pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins, and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Covad's AT&T Certified Supplier shall be responsible, at Covad's sole expense, for filing and obtaining any and all necessary permits and/or licenses for an Adjacent Arrangement. AT&T shall allow Shared

Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect. AT&T will permit Covad to directly interconnect between its own virtual/physical Collocation Spaces within the same AT&T central office by utilizing a Direct Connect (Direct Connect). Covad shall contract with a AT&T Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Covad. A Direct Connect shall utilize AT&T common cable support structure. There will be a recurring charge per linear foot, per cable, as set forth in Exhibit B of this Attachment, of the actual common cable support structure used by Covad to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where Covad's virtual/physical Collocation Spaces are contiguous in the central office, Covad will have the option of using Covad's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Covad will deploy such electrical or optical connections directly between its own facilities without being routed through AT&T's equipment or common cable support structure. Covad may not self-provision a Direct Connect on any AT&T distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) panel or LGX (Light Guide Cross-Connect) panel. Covad is solely responsible for ensuring the integrity of the signal.

3.5.1 To place an order for a Direct Connect, Covad must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for a Direct Connect, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of a Direct Connect are requested, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. This non-recurring charge will be billed by AT&T on the date that AT&T provides an Application Response to Covad.

3.6 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with AT&T's network or to access AT&T's unbundled network elements for the provision of telecommunications services. AT&T will permit Covad to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier

within the same AT&T Premises. Both Covad's agreement and the other collocated telecommunications carrier's agreement must contain the CCXC rates, terms and conditions before AT&T will permit the provisioning of CCXCs between the two collocated carriers. Covad is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.1 Covad must contract with a AT&T Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Covad. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Covad shall be responsible for providing a letter of authorization (LOA), with the application, to AT&T from the other collocated telecommunications carrier to which it will be cross-connecting. The Covad-provisioned CCXC shall utilize AT&T common cable support structure. There will be a recurring charge per linear foot, per cable, as set forth in Exhibit B of this Attachment, of common cable support structure used by Covad to provision the CCXC to the other collocated telecommunications carrier. In those instances where Covad's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Covad may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Covad shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through AT&T's equipment. Covad may not self-provision CCXC on any AT&T distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) panel or LGX (Light Guide Cross-Connect) panel. Covad is solely responsible for ensuring the integrity of the signal.

3.6.2 To place an order for CCXCs, Covad must submit an Initial Application or Subsequent Application to AT&T. If no modification to the Collocation Space is requested other than the placement of CCXCs, the CCXC/Direct Connect Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. AT&T will bill this nonrecurring fee on the date that it provides an Application Response to

Covad.

4. Occupancy

4.1 Occupancy. AT&T will notify Covad in writing when the Collocation Space is ready for occupancy (Space Ready Date). Covad will schedule and complete an acceptance walkthrough of the Collocation Space with AT&T within fifteen (15) calendar days of the Space Ready Date. AT&T will correct any deviations in Covad's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. AT&T will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Covad completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Covad's acceptance of the Collocation Space (Space Acceptance Date). In the event Covad fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Covad on the Space Ready Date and billing will commence from that date. If Covad decides to occupy the space prior to the Space Ready Date, the date Covad occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. Covad must notify AT&T in writing that its collocation equipment installation is complete and operational with AT&T's network. AT&T may, at its discretion, refuse to accept any orders for cross connects until it has received such notice. For the purposes of this paragraph, Covad's telecommunications equipment will be deemed operational when it has been cross-connected to AT&T's network for the purpose of provisioning telecommunication services to its customers.

4.2 Termination of Occupancy by Covad. In addition to any other provisions addressing termination of occupancy in this Agreement, Covad may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon AT&T's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Covad and AT&T conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Alabama, Florida, Georgia, and

South Carolina. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment.

4.2.1 Upon termination of occupancy, Covad, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the Covad from the Collocation Space. Covad shall have sixty (60) calendar days, unless a different timeframe is mutually agreed to by the Parties, from the Bona Fide Firm Order (BFFO) date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Covad's Guest(s), unless Covad's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T prior to the Covad removal date. Covad shall continue the payment of all monthly recurring charges to AT&T until the date Covad, and if applicable Covad's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by AT&T. If Covad or Covad's Guest(s) fails to vacate the Collocation Space within sixty (60) calendar days from the "Termination Date", or within the timeframe mutually agreed to by the Parties, AT&T shall have the right to remove and dispose of the equipment and any other property of Covad or Covad's Guest(s), in any manner that AT&T deems fit. Upon termination of Covad's right to occupy specific Collocation Space, the Collocation Space will revert back to AT&T's space inventory, and Covad shall surrender the Collocation Space to AT&T in the same condition as when it was first occupied by Covad, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Covad's AT&T Certified Supplier shall be responsible for updating and making any necessary changes to AT&T's records as required by AT&T's specifications including, but not limited to, AT&T's Central Office Record Drawings and ERMA Records. Covad shall be responsible for the cost of removing any Covad-constructed enclosure, together with any Covad-installed supporting structures (e.g., racking, conduits, or power cables), by the "Termination Date" and restoring the grounds to their original condition less ordinary wear and tear.

4.3 Termination of Occupancy by AT&T. Upon thirty (30) calendar day written notice to Covad stating AT&T's intention to terminate Covad's right to occupy a specific Collocation Space(s), as identified in the notice, and the basis for such termination, AT&T may terminate Covad's right to occupy such Collocation Space(s). AT&T may terminate Covad's right to occupy a specific Collocation Space(s), pursuant to this section, only in the event Covad fails to pay undisputed applicable charges, fails to pay

disputed but resolved applicable charges, or otherwise materially breaches the provisions of this Attachment and fails to cure such breach as outlined in the written notice from AT&T to Covad. Any termination of occupancy, pursuant to this section, will be limited to terminating Covad's right to occupy the specific Collocation Space(s) associated with any unpaid charges or material breach of this Attachment. Any dispute over the termination of occupancy for a specific Collocation Space(s), pursuant to this section, must be resolved prior to AT&T proceeding with the termination, in accordance with the dispute resolution procedures contained in this Agreement. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

4.3.1 If Covad fails to cure as stated above or is terminated for non-payment of applicable fees, AT&T shall have the right to remove the equipment and any other property of Covad or Covad's Guest(s), at Covad's expense and with no liability whatsoever for Covad's property or Covad's Guest(s)'s property, except for damages caused by AT&T's gross negligence or intentional misconduct. Following written notice to Covad that specific property has been removed as provided for herein, and after the passage of thirty (30) days, AT&T may dispose of said property as it deems fit without liability to AT&T.

5. Use of Collocation Space

5.1 Equipment Type. AT&T permits the collocation of any equipment necessary for interconnection to AT&T's network or access to AT&T's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b).

5.1.1 If, in AT&T's opinion, equipment Covad seeks to collocate is not necessary for interconnection or access to unbundled network elements, AT&T shall inform Covad in writing within the time period set forth in Section 6.5 of this Attachment. If disagreement exists between the Parties regarding whether the equipment Covad seeks to collocate is necessary for interconnection or access to unbundled network elements pursuant to FCC rules, either Party may seek to resolve the issue pursuant to the dispute resolution provisions of this Agreement. Whenever AT&T objects to collocation of equipment by Covad for the purposes within the scope of Section

251(c)(6) of the Act, AT&T shall prove to the Commission that the equipment is not "necessary" for the purpose of obtaining interconnection or access to unbundled network elements in accordance with the FCC's rules. AT&T may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AT&T applies to its own equipment. AT&T may not object to the collocation of equipment on the grounds that the equipment fails to comply with Network Equipment and Building Specifications performance standards. If AT&T denies collocation of Covad's equipment, citing safety standards, AT&T must provide to Covad within five (5) business days of the denial a list of all equipment that AT&T locates within the AT&T Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that AT&T contends Covad's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that Covad's equipment does not satisfy; AT&T's basis for concluding that Covad's equipment does not meet this safety requirement; and AT&T's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, AT&T shall comply with the applicable FCC rules relating to denial of collocation equipment based on Covad's failure to comply with this Section.

5.1.3 Covad shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the 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 Covad submits an application for terminations that will exceed the total capacity of the collocated equipment, Covad will be informed of the discrepancy by AT&T and required to submit a revision to the application.

5.2 Commencing with the most current calendar quarter after the effective date of this Agreement and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Covad will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. Equipment that satisfies both subparts (i) and (ii) of this section shall be defined as "Secured Equipment". If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

5.3 Covad shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the AT&T Premises.

5.4 Covad shall place a plaque or affix other identification (e.g., stenciling) to Covad's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for AT&T to properly identify Covad's equipment in the case of an emergency.

5.5 Entrance Facilities. Covad may elect to place Covad-owned or Covad-leased fiber entrance facilities into its Collocation Space. AT&T will designate the point of interconnection in close proximity to the AT&T Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Covad will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Covad will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by AT&T. The fire retardant riser cable will extend from the splice location to Covad's equipment in Covad's Collocation Space. In the event Covad utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Covad must contact AT&T for instructions prior to placing any entrance facility cable in a manhole or cable vault. Covad is responsible for the maintenance of the entrance facilities that terminate into Covad's Collocation Space. At Covad's request, AT&T will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to the rates set forth in Exhibit B of

this Attachment and the terms and conditions set forth in Exhibit C attached hereto and made a part of this Attachment.

5.5.1 Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, AT&T shall permit Covad to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those instances where Covad demonstrates a necessity and entrance capacity is not at or near exhaust in a particular AT&T Premises in which Covad's Collocation Space is located. Notwithstanding the foregoing, in the case of adjacent collocation copper facilities may be used between the adjacent arrangement and the central office demarcation point, unless AT&T determines that limited space is available for the placement of these entrance facilities. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless AT&T determines that limited space is available for the placement of entrance facilities.

5.5.2 Dual Entrance Facilities. AT&T will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Covad for dual entrance facilities to its physical Collocation Space, AT&T shall provide Covad with information regarding AT&T's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, AT&T will make the requested conduit space available for the installation of a second entrance facility to Covad's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of AT&T. Where dual entrance facilities are not available due to lack of capacity, AT&T will provide this information to Covad in the Application Response.

5.5.3 Shared Use. Covad may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Covad's Collocation Space within the same AT&T Premises. AT&T shall allow the splice, as long as the fiber is non-working fiber. Covad must arrange with AT&T in accordance with AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing AT&T to perform the splice of the Covad-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Covad desires to allow another telecommunications

carrier to use its entrance facilities, that other telecommunications carrier must arrange with AT&T in accordance with AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Covad authorizing AT&T to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Covad's entrance facility.

5.6]Demarcation Point. Except as provided for in Sections 5.6.2 and 5.6.3 below, AT&T will designate the point(s) of demarcation between Covad's equipment and/or network facilities and AT&T's network facilities. In the event that Covad disagrees with AT&T's designated demarcation, the Parties agree to submit the disagreement to Dispute Resolution. The Parties agree that in Dispute Resolution Covad should bear the burden of demonstrating that the AT&T's designated demarcation point does not comport with applicable law. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2- wire and 4-wire connections to AT&T's network, the demarcation point shall be a common block on AT&T's designated conventional distributing frame (CDF)._Covad shall be responsible for providing the necessary cabling, and Covad's AT&T Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. Covad or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 thru 5.6.4, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. At Covad'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. Covad must make arrangements with a AT&T Certified Supplier for such placement.

5.6.1 AT&T will designate the point(s) of demarcation between Covad's equipment and/or network facilities and AT&T's network facilities. Each party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to AT&T's network, Covad may request that the demarcation point be a Point of Termination (POT bay) in a common area within the AT&T Premises, which Covad shall be responsible for providing and Covad's AT&T Certified Supplier shall be responsible for installing and properly labeling/stenciling. Covad's AT&T Certified Supplier shall also be responsible for installing the necessary cabling between Covad's Collocation Space and the POT bay. Covad, its agent, or

Covad's AT&T Certified Supplier must perform all required maintenance to the equipment/network facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation Space to activate service requests.

5.6.2 Existing point(s) of demarcation – Covad provided Pot Bay. AT&T will grandfather existing point(s) of demarcation established at a Covad provided Pot Bay pursuant to this contract. Covad shall order services using the existing terminations in the Covad provided Pot Bay.

5.6.3 Existing point(s) of demarcation –AT&T provided Pot Bay. AT&T will grandfather all existing point(s) of demarcation established at a AT&T provided Pot Bay. Covad shall order services using the existing terminations in the AT&T provided Pot Bay.

5.6.4 Irrespective of where the demarcation point in a Central Office is located, AT&T shall provide Covad with access to Covad's side of the demarcation point pursuant to Sections 5.6 and 5.9 of this Attachment.

5.7 Covad's Equipment and Facilities. Covad, or if required by this Attachment, Covad's AT&T Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and network facilities used by Covad which must be performed in compliance with all applicable AT&T specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Covad and its designated AT&T Certified Supplier must follow and comply with all AT&T specifications outlined in the following AT&T Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.

5.8 AT&T's Access to Collocation Space. From time to time, AT&T may require access to Covad's Collocation Space. AT&T retains the right to access Covad's space for the purpose of making AT&T equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). AT&T will give notice to Covad at least forty-eight (48) hours before access to Covad's Collocation Space is required. Covad may elect to be present whenever AT&T performs work in the Covad's Collocation Space. The Parties agree that Covad will not bear any of the expense associated with this type of work.

5.9 Access. Pursuant to Section 12, Covad shall have access to its Collocation Space

twenty-four (24) hours a day, seven (7) days a week. Covad agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Covad or Covad's Guest(s) that will be provided with access keys or cards (Access Keys), prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Covad and returned to AT&T Access Management within fifteen (15) calendar days of Covad's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by AT&T and reflect current information. Access Keys may not be duplicated under any circumstances. Covad agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Covad's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with Covad ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific AT&T Premises.

5.9.1 AT&T will permit one (1) accompanied site visit to Covad's designated Collocation Space, after receipt of the BFFO, without charge to Covad. Covad must submit to AT&T the completed Access Control Request Form for all employees or agents requiring access to a AT&T Premises at least thirty (30) calendar days prior to the date Covad desires access to the Collocation Space. In order to permit reasonable access during the construction of the Collocation Space, Covad may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to AT&T's receipt of the BFFO. In the event Covad desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, AT&T shall permit Covad to access the Collocation Space accompanied by a security escort, at Covad's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Covad must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired.

5.10 Health Related Facilities and Parking. Covad authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the AT&T Premises) as well as to

available parking.

5.11 Lost or Stolen Access Devices. Covad shall immediately notify AT&T in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Covad's employees, suppliers, agents or Guest(s) to return an Access Device(s), Covad shall pay for the costs of re-keying or deactivating the Access Device.

5.12 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Covad 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 AT&T or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of AT&T or 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 AT&T reasonably determines that any equipment or facilities of Covad violates the provisions of this paragraph, AT&T shall provide written notice to Covad, which shall direct Covad to cure the violation within forty-eight (48) hours of Covad's receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and 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 conduct an inspection of the Collocation Space.

5.12.1 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 Covad fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of AT&T's or another entity's service, then and only in that event, AT&T may take such action as it deems appropriate to correct the violation including, without limitation, the interruption of electrical power to Covad's equipment and/or facilities. Such interruption of electrical power to Covad's equipment and/or facilities, when feasible, will be limited to only interrupting electrical power to those facilities and/or equipment sufficient to cure the violation hereunder.

AT&T will endeavor, but is not required, to provide notice to Covad prior to the taking of such action and AT&T shall have no liability to Covad for any damages arising from such action, except to the extent that such action by AT&T constitutes willful misconduct.

5.13 For purposes of this Section, the term "significantly degrades" shall be defined as 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 Covad fails to take curative action within forty-eight (48) hours of Covad's receipt of written notice, AT&T will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Covad or, if subsequently necessary, the Commission must be provided by AT&T with specific and verifiable information. When AT&T demonstrates that a certain technology deployed by Covad is significantly degrading the performance of other advanced services or traditional voice band services, Covad shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of 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 it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.14 Personalty and its Removal. Subject to requirements of this Attachment 4 – Central Office Collocation, Covad may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Facilities and equipment placed by Covad 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 Covad at any time. Any damage caused to the Collocation Space by Covad's employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by Covad at its

sole expense. If Covad decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by AT&T and Covad's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, AT&T will bill Covad an Administrative Only Application Fee as set forth in Exhibit B. This non-recurring fee will be billed on the date that AT&T provides an Application Response to Covad.

5.15 Alterations. Under no condition shall Covad or any person acting on behalf of Covad make any rearrangement, modification, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of AT&T, which shall not be unreasonably withheld. "Augments" as defined in Section 7.1.4 of this Attachment 4 – Central Office Collocation means those Augments as defined in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5. The cost of any such Alteration or Augment shall be paid for by Covad. An Alteration or Augment shall require the submission of a Subsequent Application or augment application and will result in the assessment of the applicable application fee associated with the type of Alteration or Augment requested, as set forth in Sections 6.3.1 and 7.1.4, which will be billed by AT&T on the date that AT&T provides Covad with an Application Response. Until an Application is submitted to alter the information on which the billing is based, such billing will be based on the information submitted on prior applications.

5.16 Janitorial Service. Covad shall be responsible for the general upkeep of its Collocation Space. Covad shall arrange directly with a AT&T Certified Supplier for janitorial services applicable to Caged Collocation Space. AT&T shall provide a list of such suppliers on a AT&T Premises-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

6.1 If any state or federal regulatory agency imposes intervals applicable to Covad and AT&T that are different from the intervals set forth in this Attachment 4- Central Office Collocation, whether now in effect or that become effective after execution of this Agreement, those intervals shall supersede the requirements set forth in this Attachment 4 – Central Office Collocation for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.

6.2 Initial Application. For Covad's or Covad's Guest's(s') initial equipment placement, Covad shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into AT&T's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Covad and will be billed by AT&T on the date AT&T provides Covad with an Application Response.

6.3 Subsequent Application. In the event Covad or Covad's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Covad shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.13 of this Attachment. The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Alteration. AT&T shall determine what modifications, if any, to the AT&T Premises are required to accommodate the change requested by Covad in the application. Such modifications to the AT&T 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.

Subsequent Application Fee. The application fee paid by Covad for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires AT&T perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, the addition, exchange, or removal of equipment from the Collocation Space (where the removal requires no physical work be performed by AT&T), and requires no additional space, power, or terminations to be provided to Covad's collocation arrangement, an Alteration made to a Bona Fide application by Covad prior to AT&T's receipt of the BFFO and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Covad submits a Subsequent Application for a direct connection between its own virtual and physical Collocation Space in the same

AT&T Premises or between its virtual or physical Collocation Space and that of another collocated telecommunications carrier within the same AT&T Premises. In Florida and Tennessee, the Power Reconfiguration Application Fee will apply when Covad submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that AT&T is currently providing to Covad's physical Collocation Space. The fee for a Subsequent Application for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date AT&T provides Covad with an Application Response. Notwithstanding the foregoing, there shall be no charges imposed for a Records Only Change pursuant to Section 7.1.3.

6.4 Space Preferences. If Covad has previously requested and received a Space Availability Report for the AT&T Premises, Covad may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. Covad may identify space preference(s) in its application by reference to areas immediately contiguous to existing physical collocation space occupied by Covad. In the event AT&T cannot accommodate the Covad's preference(s), Covad may accept the space allocated by AT&T or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by AT&T on the date that AT&T provides Covad with an Application Response.

6.5 Space Availability Notification.

6.5.1 In all states except Florida and Tennessee, AT&T will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested AT&T Premises. . In Florida and Tennessee, AT&T will respond to an application within fifteen (15) days as to whether space is available or not available within an AT&T Premises. AT&T's eApp system will reflect when Covad's application is Bona Fide. If the application is not Bona Fide, AT&T will identify what revisions are necessary for the application to become Bona Fide. If the amount of space requested is not available, AT&T will notify Covad of the amount of space that is available and no application fee will apply. When AT&T's response includes an

amount of space less than that requested by Covad or space that is configured differently, no application fee will apply. If Covad decides to accept the available space, Covad must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Covad resubmits its application to accept the available space, AT&T will bill Covad the appropriate application fee.

6.5.2 If the amount of space requested is not available, AT&T will notify Covad of the amount of space that is available and no application fee shall apply. When AT&T's Application Response includes an amount of space less than that requested by Covad or space that is configured differently, if Covad decides to accept the available space, Covad must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Covad resubmits its application to accept the available space, AT&T will bill Covad the appropriate application fee.

6.5.3 Denial of Application. If AT&T notifies Covad that no space is available (Denial of Application), AT&T will not assess an application fee to Covad. After notifying Covad that there is no available space in the requested AT&T Premises, AT&T will allow Covad, upon request, to tour the entire AT&T Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, AT&T must receive the request for a tour of the AT&T Premises within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application, AT&T will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). AT&T shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, AT&T or any of AT&T'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, AT&T shall permit Covad to inspect any floor plans or diagrams that AT&T provides to the Commission.

6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the AT&T Premises is out of space,

have submitted a Letter of Intent to collocate in that AT&T Premises. AT&T will notify each telecommunication carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunication carrier on said waiting list. Upon request, AT&T will advise Covad as to its position on the list.

6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the AT&T Premises is out of space, have submitted a Letter of Intent to collocate in that AT&T Premises. Sixty (60) calendar days prior to space becoming available, if known, AT&T will notify the Commission and the telecommunication carriers on the waiting list by mail when space becomes available according to the position of each telecommunication carrier on said waiting list. If AT&T does not know sixty (60) calendar days in advance of when space will become available, AT&T will notify the Commission and the telecommunication carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunication carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

6.7.2 When physical Collocation Space becomes available, Covad must submit an updated, complete, and accurate application to AT&T within thirty (30) calendar days of notification by AT&T that physical Collocation Space will be available in the requested AT&T Premises previously out of space. If Covad has originally requested caged Collocation Space and cageless Collocation Space becomes available, Covad may refuse such space and notify AT&T in writing within the thirty (30) day timeframe that Covad wants to maintain its place on the waiting list for caged Physical Collocation Space, without accepting the available cageless Collocation Space.

6.7.3 Covad may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Covad does not submit an application or notify AT&T in writing as described above, AT&T will offer the space to the next telecommunication carrier on the waiting list and remove Covad from the waiting list. Upon request, AT&T will advise Covad as to its position on the waiting list.

6.8 Public Notification. AT&T will maintain on its Interconnection Services website a notification document that will indicate all AT&T Premises that are without available space. AT&T shall update such document within ten (10) calendar days of the date that AT&T becomes aware that insufficient space is available to accommodate physical collocation. AT&T will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a AT&T Premises previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) arrangements, AT&T will provide an Application Response within twenty (20) 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 any other applicable space preparation fees, as described in Section 8.

6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide Application, 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, AT&T will provide an Application Response including sufficient information to enable Covad 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 8. When Covad submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Covad, or as necessitated by technical considerations, the application shall be

considered a new application and handled as a new application with respect to the response and provisioning intervals. AT&T will charge Covad the appropriate application fee associated with the level of assessment performed by AT&T pursuant to Section 6.2 and 6.3.1.

6.11 Bona Fide Firm Order.

6.11.1 Covad shall indicate its intent to proceed with equipment installation in a AT&T Premises by submitting a Bona Fide Firm Order (BFFO) to AT&T. The BFFO must be received by AT&T no later than thirty (30) calendar days after AT&T's Application Response to Covad's Bona Fide Application or Covad's application will expire.

6.11.2 AT&T will establish a Firm Order date based upon the date AT&T is in receipt of Covad's BFFO. AT&T will acknowledge the receipt of Covad's BFFO within seven (7) calendar days of receipt, so that Covad will have positive confirmation from AT&T that its BFFO has been received. AT&T's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida and Tennessee, AT&T will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, AT&T will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to Collocation Space after the initial space has been completed, AT&T will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If AT&T does not believe that construction will be completed within the relevant provisioning interval and AT&T and Covad cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Augment, AT&T may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, AT&T will complete construction for physical caged Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. AT&T will complete construction for physical cageless Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to AT&T's support systems (Examples include, but are not limited to: minor modifications to HVAC, cabling and AT&T's power plant). Extraordinary conditions include, but may not be limited to: major AT&T equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or AT&T may seek a waiver from the ordered interval from the appropriate Commission.

7.1.3 Subsequent Application Fees. The application fee paid by Covad for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires AT&T to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space; the addition, exchange or removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by AT&T and requires no additional space, power or terminations to be provided to Covad's collocation arrangement); and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Covad submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same AT&T Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same AT&T Central Office. In Florida, the Power Reconfiguration Only Application Fee will apply when Covad submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that AT&T is currently

providing to Covad's physical Collocation Space in a Central Office. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that AT&T provides Covad with an Application Response.

7.1.4 For Central Offices in the states of Alabama, Georgia, Kentucky, Mississippi, Louisiana, North Carolina, and South Carolina, AT&T will provide the reduced intervals outlined below to Covad, when Covad requests an augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 ("Augment") after the Space Ready Date for existing physical Collocation Space. Unless otherwise set forth in Section 7.1.4.10, any such augment application will require a Subsequent Application and will result in the assessment of an Augment Application fee as set forth in Exhibit B.

7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Installation of Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) calendar days after BFFO. This category includes all requests for additional physical Collocation Space (caged or cageless).

7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If Covad submits an augment application request that includes two augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).

7.1.4.7 If Covad submits an augment application request that includes three augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar

days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval).

7.1.4.8 If Covad submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).

7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories, as outlined above, will be placed into the appropriate category as negotiated by Covad and AT&T. If Covad and AT&T are unable to determine the appropriate category through negotiation, then the appropriate major augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the augment request is for Covad's physical or virtual Collocation Space.

7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Covad at the time AT&T provides Covad with the Application Response. Covad will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

7.2 Joint Planning. Joint planning between AT&T and Covad will commence within a maximum of twenty (20) calendar days from AT&T's receipt of a BFFO. AT&T will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval will be provided to Covad during the joint planning meeting.

7.3 Permits. Each Party, its agent(s) or AT&T Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its

agent(s) or AT&T Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.

7.4 Acceptance Walkthrough. Covad will schedule and complete an acceptance walkthrough of the Collocation Space with AT&T within fifteen (15) calendar days after the Space Ready Date. In the event Covad's fault cause the Parties to fail to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Covad on the Space Ready Date. AT&T will correct any deviations to Covad's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.

7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, AT&T will provide CFAs to Covad prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those AT&T Premises in which Covad has physical Collocation Space with no POT bay or with a grand fathered POT bay provided by AT&T. AT&T cannot provide CFAs to Covad prior to the Provisioning Interval for those AT&T Premises in which Covad has physical Collocation Space with a POT bay provided by Covad or virtual Collocation Space, until Covad provides AT&T with the following information:

For physical Collocation Space with a Covad-provided POT bay, Covad shall provide AT&T with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.

For virtual Collocation Space, Covad shall provide AT&T with a complete layout of Covad's equipment on an equipment inventory update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Covad's AT&T Certified Supplier.

7.5.1 AT&T cannot begin work on the CFAs until the complete and accurate EIU form is received from Covad. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

7.5.2 AT&T will bill Covad a nonrecurring charge, as set forth in Exhibit B, each time

Covad requests a resend of its CFAs for any reason other than a AT&T error in the CFAs initially provided to Covad.

7.6 Use of AT&T Certified Supplier. Covad shall select a supplier which has been approved as a AT&T Certified Supplier to perform all engineering and installation work. Covad and Covad's AT&T Certified Supplier must follow and comply with all of AT&T's specifications, and as outlined in the following AT&T Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Covad must select different AT&T Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. AT&T shall provide Covad with a list of AT&T Certified Suppliers upon request. The AT&T Certified Supplier(s) shall be responsible for installing Covad's equipment and associated components, extending power cabling to the AT&T power distribution frame, performing operational tests after installation is completed, and notifying AT&T's equipment engineers and Covad upon successful completion of the installation, etc. The AT&T Certified Supplier shall bill Covad directly for all work performed for Covad pursuant to this Attachment. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by Covad's AT&T Certified Supplier. AT&T shall make available its supplier certification program to Covad or any supplier proposed by Covad and will not unreasonably withhold certification. All work performed by or for Covad shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. AT&T shall place environmental alarms in the AT&T Premises for the protection of AT&T equipment and facilities. Covad shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Covad's Collocation Space. Upon request, AT&T will provide Covad with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Covad. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a AT&T Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Covad may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services currently being terminated in the virtual collocation arrangement. If AT&T knows when additional space for

physical collocation may become available at the AT&T Premises requested by Covad, such information will be provided to Covad in AT&T's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to Covad within one hundred eighty (180) calendar days of AT&T's written denial of Covad's request for physical Collocation Space, (ii) AT&T had knowledge that the space was going to become available, and (iii) Covad was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then Covad may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Collocation Space. Covad must arrange with a AT&T 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.

7.8.1 In Alabama, AT&T will complete a relocation from virtual Collocation Space to cageless physical Collocation Space within thirty (30) calendar days and from virtual Collocation Space to caged physical Collocation Space within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that AT&T has reserved for its own future needs; 3) the converted arrangement does not limit AT&T's ability to secure its own equipment and facilities due to the location of the virtual Collocation Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, AT&T will complete virtual to physical conversions (in-place) within sixty (60) calendar days from receipt of the BFFO. AT&T will bill Covad an Administrative Only Application Fee, as set forth in Exhibit B, on the date AT&T provides an Application Response to Covad.

7.9.1 In Alabama and Tennessee, AT&T will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to

space acceptance, Covad cancels its order for Collocation Space (Cancellation), AT&T will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Covad cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by AT&T; however, Covad will be responsible for reimbursing AT&T for any costs specifically incurred by AT&T on behalf of Covad up to the date that the written notice of cancellation was received by AT&T. In Georgia, if Covad cancels its order for Collocation Space at any time prior to space acceptance, AT&T will bill Covad for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been cancelled.

7.11 Licenses. Covad, at its own expense, will be solely responsible for obtaining from the proper governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a AT&T Premises.

7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

7.13 Basic Telephone Service. Upon request of Covad, AT&T will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested. This service must be obtained through the AT&T Business Office under the rates, terms and conditions of the current AT&T tariff offering for the type of service requested.

8 Rates and Charges

8.1 Application Fee. AT&T shall assess any non-recurring application fees within thirty (30) calendar days of the date that AT&T provides an Application Response to Covad or on Covad's next scheduled monthly billing statement, if Covad's current month's billing cycle has already closed..

8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by AT&T upon receipt of Covad's BFFO.

8.3 Recurring Charges. If Covad has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Covad's fault cause the Parties to fail to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If Covad occupies the space prior to the Space Ready Date, the date Covad occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date. The billing for applicable monthly recurring charges will begin in Covad's next billing cycle and will include any prorated charges for the period from Covad's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.1, to the date the bill is issued by AT&T.

8.4 Non-recurring Charges. In Florida, unless specified otherwise herein, AT&T shall assess non-recurring charges, including all application fees, within thirty (30) calendar days of the date that AT&T provides an Application Response to Covad or on Covad's next scheduled monthly billing statement, if Covad's current month's billing cycle has already closed. Non-recurring charges associated with the processing of the firm order for collocation space preparation (Firm Order Processing Fee) shall be billed by AT&T within thirty (30) calendar days of AT&T's confirmation of Covad's BFFO or on Covad's next scheduled monthly billing statement, if Covad's current month's billing cycle has already closed.

8.5 Infrastructure Cost Recovery. Under no circumstances will AT&T double-recover its power infrastructure costs by charging both a non-recurring charge and a recurring charge calculated to recover for the same costs. In the event that AT&T has charged a non-recurring fee for power infrastructure, any recurring fee will be reduced or credited by the portion of that recurring fee which is calculated to recover for the same power infrastructure as the non-recurring fee associated with the power infrastructure and recover its infrastructure costs via a recurring charge. For those physical collocation arrangements that were provisioned to Covad on an individual case basis (ICB) pricing structure ("grandfathered" sites), a list of which is attached hereto as Exhibit E, AT&T shall assess Covad a monthly recurring charge as set forth in Exhibit B of this attachment that only includes the AC component and the DC power plant infrastructure expense component of the current Commission-ordered fused amp rate. This rate will be multiplied by Covad's fused DC power amperage capacity as reflected by Covad on its initial applications, as well as any subsequent applications

(i.e. augment applications) for each particular "grandfathered" physical collocation arrangement.

8.6 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Covad shall remit the payment of the non-recurring Firm Order Processing Fee coincident with the submission of Covad's BFFO. In Florida, the non-recurring Firm Order Processing Fee will be billed by AT&T, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot and Common Systems Modifications assessed per arrangement, per square foot for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot, for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.

8.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the AT&T Premises, but does not include any power-related costs incurred by AT&T. When the Collocation Space is enclosed, Covad shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, Covad 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. The charge per square footage will be based on square footage that has been rounded up to the next whole square foot. AT&T will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Covad's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Covad shall be required to request an amount of floor space

sufficient to accommodate the total equipment arrangement.

8.8 Power

8.8.1 In a Central Office AT&T shall make available -48V DC power for Covad's Collocation Space at an AT&T BDFB. When obtaining DC power from an AT&T BDFB, Covad's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Covad's AT&T Certified Supplier, in accordance with the number of fused amps of DC power requested by Covad on Covad's Initial Application and any Subsequent Applications. Covad is also responsible for contracting with an AT&T Certified Supplier to run the power distribution feeder cable from the AT&T BDFB to the equipment in Covad's Collocation Space. The AT&T Certified Supplier contracted by Covad must provide AT&T with a copy of the engineering power specifications prior to the day on which Covad's equipment becomes operational (hereinafter "Commencement Date"). AT&T will provide the common power feeder cable support structure between the AT&T BDFB and Covad's Collocation Space. Covad shall contract with an AT&T Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Covad's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Covad's Collocation Space, power cable feeds and terminations of the power cabling. Covad and Covad's AT&T Certified Supplier shall comply with all applicable NEC, AT&T TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

8.8.1.1 At a Remote Site, AT&T shall make available -48V DC power for Covad's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.7 above. If the power requirements for Covad's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

8.8.2 In Florida Central Offices only, subject to technical feasibility, commercial availability and safety limitations, AT&T will permit Covad to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the AT&T BDFB. However, in accordance with industry standard fuse sizing, Covad may request that AT&T provision DC power of seventy (70) amps or greater directly from AT&T's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at an AT&T main power board in all AT&T Premises is a two hundred twenty-five (225) amp circuit breaker.

8.8.3 AT&T will revise Covad's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Covad submits a

Subsequent Application requesting an increase in the number of fused amps it is currently receiving from AT&T for its Collocation Space. If Covad's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Covad's AT&T Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, AT&T TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. Covad's AT&T Certified Supplier shall provide notification to AT&T when these activities have been completed.

8.8.4 AT&T will revise Covad's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from Covad, certifying the completion of the power reduction work, including the removal of any associated power cabling by Covad's AT&T Certified Supplier. Notwithstanding the foregoing, if Covad's AT&T Certified Supplier has not removed or, at AT&T's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at AT&T's discretion, cut by Covad's AT&T Certified Supplier and Covad shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.

8.8.5 If Covad requests an increase or a reduction in the amount of power that AT&T is currently providing in a Central Office, Covad must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to Covad's Subsequent Application.

8.8.5.1.1 In Central Offices in Alabama and Louisiana, if Covad has existing power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to an AT&T BDFB, in a specific AT&T Premises, Covad must submit a Subsequent Application to AT&T. AT&T will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by AT&T for this one time only power reconfiguration to an AT&T BDFB. For any power reconfigurations thereafter, Covad will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.

8.8.5.1.2 If Covad elects to install its own DC Power Plant, AT&T shall provide AC power to feed Covad's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The

AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from an AT&T service panel, protection devices and power cables must be engineered (sized) and installed by Covad's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. Covad's AT&T Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Covad's option, Covad may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.8.5.1.3 Covad shall contract with an AT&T Certified Supplier to perform the installation and removal of dedicated power cable support structure within Covad's arrangement and terminations of cable within the Collocation Space.

8.8.5.1.4 Fused Amp Power. In all states, except as otherwise set forth in this Agreement, AT&T shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:For power provisioned from a BDFB. The number of fused amps requested by Covad on its collocation application for power that is being provisioned from an AT&T BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B. A minimum of ten (10) fused amps is required. For existing power configurations that are provisioned from AT&T's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

8.8.5.1.5 Florida Power Usage Option

8.8.5.1.6 In Central Offices in Florida only, Covad may request that -48 DC power provisioned by AT&T to Covad's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. If Covad desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Covad to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power Covad requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular AT&T Premises on Covad's Initial Application or Subsequent Application. AT&T shall allow Covad at Covad's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by Covad. AT&T is not required to build its central office power infrastructure to meet

Covad's forecasted DC power demand. Covad must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from AT&T's power plant for each existing collocation arrangement Covad converts to the FL Option or for any new collocation arrangements Covad establishes under the FL Option.

8.8.5.1.7 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of Covad's power usage under the FL Option for a specific collocation arrangement in a particular AT&T Premises, based on a meter reading(s) taken by AT&T of the amount of power being consumed by Covad's collocation arrangement. AT&T may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by Covad for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate AT&T's reading, then AT&T shall adjust Covad's billing to reflect AT&T's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by AT&T.

8.8.5.1.8 AT&T shall assess Covad a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. Covad shall notify AT&T of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Covad. The requested change in DC power usage will be reflected in Covad's next scheduled monthly billing cycle.Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, Covad may request that DC power provisioned by AT&T to Covad's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, Covad accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.

8.8.5.1.9 Georgia Caged Collocation Power Usage Metering Option. - In Georgia, Covad may request that DC power provisioned by AT&T to Covad's Collocation Space be assessed pursuant to Georgia Public Service Commission Order Docket No. 14361-U ("Order"). AT&T will assess Covad for -48V DC power using the actual number of load Amps measured. The power circuits may be fed from either an AT&T BDFB or Covad's BDFB. These recurring power charges will be assessed by AT&T on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3.

8.8.5.1.10 Upon Covad's election of the power metering option Covad will convert existing caged collocation arrangements to the power metering rate structure. The recurring power charges that are contained Exhibit B of this Attachment will be assessed on the Space Ready Date associated with the Subsequent Application

submitted by Covad to convert an existing caged collocation arrangement to the metered power rates.

8.8.5.1.11 Pursuant to the Order, Covad shall provide a Fluke Model 189 AC/DC multimeter and Fluke Model i410 clamp-on ammeter probe for each central office where they have requested metered power. One copy of the FlukeView software must also be provided for each Fluke 189 multimeter, and each copy must comply with Fluke copyrights.

8.8.5.1.12 Covad may, at its sole cost and expense, install its own meters on its BDFB(s) located in its own caged Collocation Space(s) and notify AT&T of the option of using such meters for the purposes of measuring Covad's actual power usage. In such case, AT&T, or its AT&T Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed on Covad's own BDFB(s) or via the aforementioned Fluke 189 multimeter equipped with a Fluke i410 clamp-on ammeter probe.

8.8.5.1.13 AT&T, at its sole option and at its own cost, may choose to purchase, install, and use its own ammeter measurement device. The usage reading for the option elected by AT&T shall be used for purposes of calculating the DC power usage billing.

8.8.5.1.14 AT&T, or its AT&T Certified Supplier, will perform all metering activities, to measure the actual power usage being drawn by Covad's collocation equipment on both the A and B power feeds. The charge will be the sum of both the A and B power feeds and will be based upon either an instantaneous reading or busy hour average current reading, depending on the capabilities of the ammeter measurement device.

8.8.5.1.15 If AT&T, or its AT&T Certified Supplier, requires access to Covad's caged Collocation Space(s) for purposes of measuring the power usage, AT&T or its AT&T Certified Supplier shall provide Covad with a minimum of forty-eight (48) hours (two business days) notice that access is required. Covad shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Covad's caged Collocation Space(s). Once the date and time of access to Covad's caged Collocation Space(s) has been agreed upon, Covad and AT&T, or its AT&T Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. Once a mutually agreed upon date and time are established and Covad does not provide minimum of three (3) hours notice, AT&T's Certified Supplier will only remain at the site for thirty (30) minutes. After thirty (30) minutes the appointment will be considered missed by Covad.

8.8.5.1.16 If Covad fails to provide access to its caged Collocation Space(s) or fails to provide AT&T, or its AT&T Certified Supplier, with sufficient notification of the

missed appointment(s), as noted above, then Covad shall pay the nonrecurring "Additional Meter Reading Trip Charge", as set forth in Exhibit B of this Attachment, for each additional meter reading trip that must be rescheduled to measure Covad's power usage for such caged Collocation Space(s). Covad and the AT&T Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.

8.8.5.1.17 For each new caged collocation arrangement, Covad shall indicate on Covad's Initial Application that they are electing to have metered power. For each location that Covad wishes to convert to metered power Covad will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment: This Subsequent Application is Covad's certification that Covad is opting to convert this caged collocation arrangement to metered power and will permit AT&T, or the AT&T Certified Supplier, to measure its actual power usage on all power feeds.

8.8.5.1.18 AT&T will bill Covad a Power Reconfiguration Only Application Fee, as set forth in Exhibit B of this Attachment, on the date that AT&T provides an Application Response to each Subsequent Application submitted by Covad converting its caged collocation arrangements to the metered power rates. AT&T shall then arrange for the measurement of Covad's actual power usage on each power feed (each A and B power feed) once each quarter at each of Covad's caged collocation arrangements for which Covad has submitted an Initial or Subsequent Application electing metered power.

8.8.5.1.19 Based upon the actual power usage measurement taken by AT&T or the AT&T Certified Supplier, AT&T shall assess Covad for power usage for the following quarter based upon Covad's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of –48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the rate for Load Amps either with an AT&T BDFB or with Covad BDFB as set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring power usage charge that will be billed to Covad for the following three (3) months or until the next power usage measurement is taken, whichever is later.

8.8.5.1.20 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If Covad requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Covad will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If AT&T requests a power usage reading be taken in this instance, then Covad will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the

Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate Covad's AC usage charge for the next three (3) months.

8.8.5.1.21 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of Covad's BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties agree to perform a joint investigation. If Covad's BDFB meter is found to be in error, then Covad agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the AT&T reading is substantiated, AT&T shall adjust Covad's billing retroactive to the beginning of the quarter for which the last meter reading was taken.

8.8.5.1.22 When Covad submits the appropriate Initial or Subsequent Application for a specific caged collocation arrangement in a particular AT&T Premises, AT&T will provide the associated Application Response pursuant to Section 6 above. It will then be the responsibility of Covad to submit a BFFO. After AT&T receives the BFFO from Covad, the Initial or Subsequent Application will be completed by AT&T within the provisioning intervals contained in Section 7 above and Covad will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect Covad's conversion to the metered power rates (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular AT&T Premises to the metered power rates).

8.8.5.1.23 AT&T will not permit Covad to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect metered power and there are no other changes requested, billing for the recurring charges associated with metered power will begin upon the Space Ready Date. If Covad occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Covad occupies the space will be deemed the new Space Acceptance Date and billing for metered power will begin on that date. When Covad moves to metered power the number of fused amps of DC Power requested by Covad on its Initial or Subsequent Application will be used for calculating the number of amps to be billed until such time as AT&T or its AT&T Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Covad's power usage for the requested caged Collocation Space. As soon as this reading has been taken, AT&T will adjust

Covad's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. AT&T will also use this reading for billing purposes until the next quarterly meter reading is performed by AT&T or its AT&T Certified Supplier.

8.8.5.1.24 Covad agrees to submit a Subsequent Application to notify AT&T when Covad has removed or installed telecommunications equipment in Covad's physical Collocation Space to ensure that Covad's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Covad's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.

8.8.5.1.25 AT&T will bill Covad a monthly recurring charge per caged Collocation Space for each arrangement that Covad has converted to metered power or for new caged Collocation Spaces under the election of metered power. This "Meter Reading" monthly recurring rate element will be assessed per circuit for each circuit read by AT&T or its AT&T Certified Supplier, at the rates set forth in Exhibit B.

8.8.5.1.26 In Alabama and Louisiana, Covad has the option to purchase power directly from an electric utility company. Under such option, Covad is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by an AT&T Certified Supplier hired by Covad. Covad's AT&T Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Covad currently has power supplied by AT&T, Covad may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. AT&T will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by Covad in provisioning said power will be billed by AT&T on an ICB basis.

8.8.5.1.27 In South Carolina, Covad has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested AT&T Premises. Under such option, Covad is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by an AT&T Certified Supplier hired by Covad. Covad's AT&T Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power

arrangement, just as AT&T is required to comply with these codes. Covad must submit an application to AT&T for the appropriate amount of Collocation Space that Covad requires in order to install this type of power arrangement. AT&T will evaluate the request and determine if the appropriate amount of space is available within the AT&T Premises for the installation of Covad's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the AT&T Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. AT&T shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Covad shall be responsible for the recurring charges associated with the additional space needed in the AT&T Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested AT&T Premises, AT&T may seek a waiver of these requirements from the Commission for the AT&T Premises requested. Covad would have the option to order its power needs directly from AT&T.

8.9 Security Escort. Prior to completing AT&T's Security Training requirements, a security escort will be required whenever Covad or its approved agent desires access to the entrance manhole or must have access to a AT&T Premises after the one (1) accompanied site visit allowed pursuant to Section 5.9.1. The rates for security escort service are assessed, beginning with the scheduled escort time, pursuant to the fee schedule in Exhibit B. AT&T will wait for one-half (1/2) hour after the scheduled time for such an escort and Covad shall pay for such half-hour charges in the event Covad fails to show up.

8.10 Cable Record charges. These charges apply for work required to add or change existing cable records assigned to Covad in AT&T's database 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. The Cable Record charges are assessed as nonrecurring fees in all AT&T states, other than Louisiana, and will be billed upon receipt of Covad's BFFO

8.11 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.

9. Insurance

9.1 Covad shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 Covad shall maintain the following specific coverage:

9.2.1 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). AT&T shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 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.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Covad's real and personal property situated on or within AT&T's Central Office location(s).

9.2.4 Covad may elect to purchase business interruption and contingent business interruption insurance, having been advised that AT&T assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by AT&T from time to time during the term of this Agreement upon thirty (30) calendar days notice to Covad to such minimum limits as shall then be customary with respect to comparable occupancy of AT&T structures for similarly situated occupants.

9.4 All policies purchased by Covad shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to AT&T's Premises and shall remain in effect for the term of this Attachment or until all Covad's property has been removed from AT&T's Premises, whichever period is longer. If Covad fails to maintain required coverage, AT&T may pay the premiums thereon and seek

reimbursement of same from Covad.

9.5 Covad 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. Covad shall arrange for AT&T to receive thirty (30) business days' advance notice of cancellation from Covad's insurance company. Covad shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:

AT&T Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 AT&T Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 Covad must conform to recommendations made by AT&T's fire insurance company to the extent AT&T has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If Covad's net worth exceeds five hundred million dollars ($500,000,000), Covad may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Covad shall provide audited financial statements to AT&T thirty (30) calendar days prior to the commencement of any work in the Collocation Space. AT&T shall then review such audited financial statements and respond in writing to Covad in the event that self-insurance status is not granted to Covad. If AT&T approves Covad for self-insurance, Covad shall annually furnish to AT&T, and keep current, evidence of such net worth that is attested to by one of Covad's corporate officers. The ability to self-insure shall continue so long as the Covad meets all of the requirements of this Section. If Covad subsequently no longer satisfies this Section, Covad is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by AT&T from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Covad to at least such minimum limits as shall then be customary with respect to comparable occupancy of AT&T structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach

of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (AT&T or Covad), 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.

11. Inspections

11.1 AT&T may conduct an inspection of Covad's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Covad's equipment and equipment of AT&T. AT&T may conduct an inspection if Covad adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T shall provide Covad 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 AT&T.

12. Security and Safety Requirements

12.1 Unless otherwise specified, Covad will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Covad employee hired in the past five years being considered for work on the AT&T Premises, for the states/counties where the Covad 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. Covad shall not be required to perform this investigation if an affiliated company of Covad has performed an

investigation of the Covad employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Covad has performed a pre-employment statewide investigation of criminal history records of the Covad employee for the states/counties where the Covad employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 Covad will be required to administer to its personnel assigned to the AT&T Premises security training either provided by AT&T, or meeting criteria defined by AT&T.

12.3 Covad 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 AT&T Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Covad's name. AT&T reserves the right to remove from a AT&T Premises any employee of Covad not possessing identification issued by Covad or who has violated any of AT&T's policies as outlined in the CLEC Security Training documents. Covad shall not hold AT&T harmless for any damages resulting from such removal of its personnel from a AT&T Premises. Covad shall be solely responsible for ensuring that any Guest(s) of Covad is in compliance with all subsections of this Section.

12.4 Covad shall not assign to the AT&T Premises any personnel with records of felony criminal convictions. Covad shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising AT&T of the nature and gravity of the offense(s). AT&T reserves the right to refuse building access to any Covad personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Covad chooses not to advise AT&T of the nature and gravity of any misdemeanor conviction, Covad may, in the alternative, certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 Covad shall not knowingly assign to the AT&T Premises any individual who was a former employee of AT&T and whose employment with AT&T was terminated for a criminal offense whether or not AT&T sought prosecution of the individual for the criminal offense.

12.4.2 Covad shall not knowingly assign to the AT&T Premises any individual who was a former supplier of AT&T and whose access to a AT&T Premises was revoked due to commission of a criminal offense whether or not AT&T sought prosecution of the individual for the criminal offense.

12.5 For each Covad employee or agent hired by Covad within five years of being considered for work on the AT&T Premises, who requires access to a AT&T Premises pursuant to this Attachment, Covad shall furnish AT&T, prior to an employee or agent 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 certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Covad will disclose the nature of the convictions to AT&T at that time. In the alternative, Covad may certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.5.1 For all other Covad employees requiring access to a AT&T Premises pursuant to this Attachment, Covad shall furnish AT&T, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At AT&T's request, Covad shall promptly remove from the AT&T Premises any employee of Covad AT&T does not wish to grant access to a AT&T Premises 1) pursuant to any investigation conducted by AT&T or 2) prior to the initiation of an investigation if an employee of Covad is found interfering with the property or personnel of AT&T or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by AT&T.

12.7 Security Violations. AT&T reserves the right to interview Covad's employees, agents, or suppliers in the event of wrongdoing in or around AT&T's property or involving AT&T's or another collocated telecommunications carrier's property or personnel, provided that AT&T shall provide reasonable notice to Covad's Security representative of such interview. Covad and its suppliers shall reasonably cooperate with AT&T's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Covad's employees, agents, or suppliers. Additionally, AT&T reserves the right to bill Covad for all reasonable costs associated

with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Covad's employees, agents, or suppliers are responsible for the alleged act. The Parties are liable to each other for the acts and omissions of their employees, agents or suppliers to the extent controlling state or federal law allows. Covad shall notify AT&T in writing immediately in the event that Covad discovers one of its employees already working on the AT&T 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 AT&T's Premises, any employee found to have violated the security and safety requirements of this Section. Covad shall hold AT&T harmless for any damages resulting from such removal of its personnel from a AT&T Premises.

12.8 Covad shall have the right to interview AT&T's employees, agents, or suppliers in the event of wrongdoing in Covad's physical collocation space on a AT&T Premises, provided that Covad shall provide reasonable notice to AT&T's Security representative of such interview. AT&T and its suppliers shall reasonably cooperate with Covad's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving AT&T's employees, agents, or suppliers where such wrongdoing or criminal conduct occurs, even in part, in Covad's physical collocation space on a AT&T Premises. Additionally, Covad reserves the right to bill AT&T for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that AT&T's employees, agents, or suppliers are responsible for the alleged act.

12.9 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service 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.

12.10 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 AT&T's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.11 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.

13. Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Covad's permitted use hereunder, then either Party may elect within ten (10) calendar 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 Covad's permitted use, or is damaged and the option to terminate is not exercised by either Party, AT&T covenants and agrees to proceed promptly without expense to Covad, except for improvements not to the property of AT&T, to repair the damage. AT&T 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 AT&T, which causes shall not be construed as limiting factors, but as exemplary only. Covad may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a AT&T Certified Supplier is used and the necessary space preparation has been completed. If Covad's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Covad. Where allowed and where practical, Covad may erect a temporary facility while AT&T rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Covad shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Covad's permitted use, until such Collocation Space is fully repaired and restored and Covad's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Covad has placed an Adjacent Arrangement pursuant to Section 3.4, Covad shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, AT&T will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

14.1 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 AT&T 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, AT&T and Covad 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) calendar days after such taking.

15. Nonexclusivity

15.1 Covad understands that this Attachment is not exclusive and that AT&T 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

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Central Office Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. AT&T and Covad 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. AT&T and Covad 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Covad should contact 1-800-743-6737 for any AT&T MSDS required.

1.3 Practices/Procedures. AT&T may make available additional environmental control procedures for Covad to follow when working at a AT&T Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of AT&T for environmental protection. Covad will require its suppliers, agents and others accessing the AT&T Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Covad when operating in the AT&T Premises.

1.4 Environmental and Safety Inspections. AT&T reserves the right to inspect the Covad space with proper notification. AT&T reserves the right to stop any Covad work operation that imposes Imminent Danger to the environment, employees or other persons in the area on AT&T's Premises.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the AT&T Premises by Covad are owned by Covad. Covad will indemnify AT&T for claims, lawsuits or damages to persons or property caused by these materials. Without prior written AT&T approval, no substantial new safety or environmental hazards can be created by Covad or different hazardous materials used by Covad at a AT&T Premises. Covad must demonstrate adequate emergency response capabilities for its materials used or remaining at the AT&T Premises.

1.6 Spills and Releases. When contamination is discovered at a AT&T Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Covad to AT&T.

1.7 Coordinated Environmental Plans and Permits. AT&T and Covad 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, AT&T and Covad will develop a cost sharing procedure. If AT&T's permit or EPA identification number must be used, Covad must comply with all of AT&T'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. AT&T and Covad 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, suppliers, or employees concerning its operations at the AT&T Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on AT&T's Premises, Covad agrees to comply with the applicable sections of the current issue of AT&T's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Covad further agrees to cooperate with AT&T to ensure that Covad's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of AT&T's Environmental M&Ps which apply to the specific Environmental function being performed by Covad, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from Covad's AT&T Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on AT&T's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on AT&T 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 RCM Representative 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	Std T&C 450

	regulations Pollution liability insurance EVET approval of supplier	Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable 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 equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	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 RCM Representative)

Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the AT&T Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

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 AT&T Premises 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

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – AT&T Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

Version 3Q03: 06/14/2004

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - AT&T Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Att: 4 Exh: B

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,879.48		0.51							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,566.60		0.51							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,410.00		1.21							
Space Preparation	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.22										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	140.99										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	156.33										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.34										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.62										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	88.86										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,075.17									
Power	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.83										
	Physical Collocation - Power, - 48v DC Power Grandfathered Site - per Fused Amp Requested			CLO	PE1FT	3.05										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	4.91										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	9.84										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.06										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.03	12.30	11.80	6.03	5.44						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.05	12.39	11.87	6.39	5.73						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP USL, UEPEX, UEPDX	PE1P1	1.11	22.03	15.93	6.40	5.79						

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	14.16	20.89	15.20	7.38	5.92						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	4.99	25.55	19.86	9.71	8.25						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable.			CLO	PE1ES	0.0011										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0016										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.03	12.30	11.80	6.03	5.44						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.05	12.39	11.87	6.39	5.73						
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.93	10.73								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.05	13.86								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.17	16.98								
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.56									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 759.29	S 488.11	133.00							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81		5.90							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.25		2.76							
Virtual to Physical																

Att: 4 Exh: B

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.44									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.44									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.62									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.62									
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	14.16	20.89	15.20	7.38	5.92						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25						

Att: 4 Exh: B

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP UEPSR, UEP2C	VE1R2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively				AMTFS	VE1BA		I 759.29	S 488.11	133.00							
	Virtual Collocation Cable Records - per request															
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92		189.12							
	Virtual Collocaiton Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.25		2.76							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93	10.73								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05	13.86								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17	16.98								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98								
Entrance Cable				AMTFS	ESPCX		859.71		22.49							
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPSX	14.97										
	Virtual Collocation - Cable Support Structure, per cable															
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation				CLORS	PE1RA		307.70		168.22							
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RB	201.42										
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RD		13.10									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1SR		115.87									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1RE		37.56									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RR		233.38									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO															
	Power, DC Power Provisioning (Alabama Only ICB Rate)															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98								
Adjacent Remote Site Collocation				CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - Real Estate, per square foot															

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		307.70	307.70	168.22	168.22						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	201.42										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		115.87	115.87								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.56	37.56								
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.02	12.30	11.80	6.03	5.44						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.04	12.39	11.87	6.39	5.73						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.86	9.71	8.25						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06										
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)															
	Note: ICB means Individual Case Basis															

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,785.00		1.20							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00		1.20							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect. Application Fee, per application			CLO	PE1DT		564.81									
	Physical Collocation - Power Reconfiguration Only. Application Fee			CLO	PE1PR		409.50									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		760.91		1.20							
	Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.36										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		287.36									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		572.66									
	Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80										
	Physical Collocation - Power, -48V DC Power - Grandfathered site - per Fused Amp Requested			CLO	PE1FT	3.29										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47										
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP USL, UEPEX, UEPDX	PE1P1	0.3786	7.88	6.25	1.35	0.9899						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98						

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0416	8.00	5.75	5.00	2.69						
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		8.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.78									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1515.00	S 973.64	256.35							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		646.84		362.41							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.11		10.80							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.96		149.97							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		4.52		5.35							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place. Per Voice Grade Circuit			CLO	PE1BR		22.51									
	Physical Collocation Virtual to Physical Collocation In-Place. Per DSO Circuit			CLO	PE1BP		22.51									
	Physical Collocation - Virtual to Physical Collocation In-Place. Per DS1 Circuit			CLO	PE1BS		32.73									
	Physical Collocation - Virtual to Physical Collocation In-Place. per DS3 Circuit			CLO	PE1BE		32.73									
Entrance Cable																
	Physical Collocation - Fiber Cable Support Structure. per Entrance Cable			CLO	PE1PM	5.19										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		994.12		43.84							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.43									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,241.00		1.20							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect. Application Fee, per application			AMTFS	VE1CA		564.81									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		760.91		1.20							
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37	4.58	2.71						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3786	7.88	6.26	1.35	0.9915						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.16	32.40	31.03	11.15	10.98						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71						

Att: 4 Exh: B

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1515.00	S 973.64	256.35							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84		362.41							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.80							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.35							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		208.02									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23		270.35							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39									

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47										
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19										

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,284.72		0.59							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,084.41		0.59							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect. Application Fee, per application			CLO	PE1DT		583.18									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,408.00		1.21							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.71										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	144.71										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	167.00										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	16.38										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.10										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.27										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	77.24										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		140.96									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.50									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	4.78										
	Physical Collocation - Power, -48V DC Power - Grandfathered site - per Fused Amp Requested			CLO	PE1FT	2.63										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.16										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.34										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.50										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.79										
	Physical Collocation - Power - DC power using a CLEC BDFB, per Used Amp			CLO	PE1PW	6.45										
	Physical Collocation - Power, -48V DC Power using a CLEC BDFB - per Fused Amp Requested			CLO	PE1PX	4.31										
	Physical Collocation-Physical Meter Reading Expense			CLO	PE1FL	5.00										
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	7.24										
	Physical Collocation-Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		15.00									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0202										
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0403										

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP USL, UEPEX, UEPDX	PE1P1	0.3807										
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.15										
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.76										
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.38										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0202										
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0403										
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.51	10.82								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.90	14.17								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.29	17.53								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.011										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		21.98									
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.37									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		16.99									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.19									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.19									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.42									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 742.92	S 477.59	125.63							

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.29		177.60							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.47		5.29							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.62							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.18							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.37		73.49							
	Physical Collocation, Cable Records.CAT5/RJ45			CLO	PE1C5		2.22		2.62							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.59									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.59									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.85									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.85									
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.20		21.49							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.37										
	Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EE	0.2686										
	Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)			CLO	PE1EF		754.41		21.49							
	Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EG		9.11									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.90									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		608.92		0.59							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.16									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		609.52									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.71										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	4.84										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0192										
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0385										
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3807										

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.15										
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.76										
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.53										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0192										
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0385										
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.42									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 742.92	S 477.59	125.63							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.29		177.60							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.47		5.29							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.62							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.18							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.37		73.49							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.22		2.62							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.51	10.82								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.90	14.17								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.29	17.53								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.52	10.82								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.41	14.17								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.30	17.53								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		736.20		21.49							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	7.74										
	Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EE	0.235										
	Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)			AMTFS	VE1EF		754.41		21.49							
	Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EG		9.11									
COLLOCATION IN THE REMOTE SITE																

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COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		300.31		132.49							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	148.11										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.19									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.83									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.00									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		116.71									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.51	10.82								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.90	14.17								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.29	17.53								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		300.31		132.49							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	148.11										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		109.83									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.00									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1725										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.12										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0176										
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0353										
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3686										
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.83										
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.69										
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.31										
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,380.83		0.50							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.16										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.34										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.50										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	35.79										
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	35.79										

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COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		3,773.54		1.01							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		3,145.35		1.01							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,059.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,412.00		1.21							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.99										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.83										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.97										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.14										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.26										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,158.67									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.06										
	Physical Collocation - Power, -48V DC Power - Grandfathered site - per Fused Amp Requested			CLO	PE1FT	3.24										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.46	44.23	31.98	12.81	11.57						

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0012										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0018										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0665	24.88	23.82	12.77	11.46						
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.54	34.09								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	76.10										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.55									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1524.45	S 980.01	267.02							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65		11.84							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		19.39							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		4.52		5.54							
Virtual to Physical																

Att: 4 Exh: B

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation. per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation. per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation. per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation. per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place. Per Voice Grade Circuit			CLO	PE1BR		22.49									
	Physical Collocation Virtual to Physical Collocation In-Place. Per DSO Circuit			CLO	PE1BP		22.49									
	Physical Collocation - Virtual to Physical Collocation In-Place. Per DS1 Circuit			CLO	PE1BS		32.71									
	Physical Collocation - Virtual to Physical Collocation In-Place. per DS3 Circuit			CLO	PE1BE		32.71									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16							
	Physical Collocation - Fiber Cable Support Structure. per Entrance Cable			CLO	PE1PM	19.86										
	Physical Collocation - Fiber Entrance Cable Installation. per Fiber			CLO	PE1ED		7.75									
VIRTUAL COLLOCATION																
	Application			AMTFS	EAF		2,419.86		1.01							
	Virtual Collocation - Application Fee			AMTFS	VE1CA		584.20									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1AF		742.12									
	Virtual Collocation Administrative Only - Application Fee															
	Space Preparation			AMTFS	ESPVX	7.99										
	Virtual Collocation - Floor Space, per sq. ft.															
	Power			AMTFS	ESPAX	8.06										
	Virtual Collocation - Power, per fused amp															
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	18.89	41.93	30.51	14.75	11.83						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						

Att: 4 Exh: B

COLLOCATION - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0012										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0018										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP UEPSR, UEP2C	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.55									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1524.45	S 980.01	267.02							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84							
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.54							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.98	21.53								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.26	27.81								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.54	34.09								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11		45.16							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.38										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.54	34.09								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		617.78		338.89							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	219.67										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.64									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.40									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0258	24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0515	24.88	23.82	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.37	44.23	31.98	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	18.61	41.93	30.51	14.75	11.83						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.15	41.93	30.51	14.76	11.84						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.02	51.29	39.87	19.41	16.49						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.44										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.88										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.32										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.68										

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,061.00		1.22							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,418.00		1.22							
	Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.40										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.10										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.70										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,044.07									
	Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.32										
	Physical Collocation - Power, -48V DC Power - Grandfathered site - per Fused Amp Requested			CLO	PE1FT	3.52										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0318	11.94	11.46								
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP USL, UEPEX, UEPDX	PE1P1	1.04	21.39	15.47								

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	13.21	20.28	14.76								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76								
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	4.65	24.81	19.29								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0636	12.04	11.53								
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.44	10.42								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.49								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0224										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.43									
Cable Records																
	Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97										
	Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29										
	Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08										
	Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04										
	Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13										
	Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37										
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C6	0.04										
Virtual to Physical																

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.52									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.52									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.74									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.74									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.88									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.30									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.97									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.30										
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46								
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.04	21.39	15.47								
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	13.21	20.28	14.76								
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76								
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29								

Att: 4 Exh: B

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP UEPSR, UEP2C	VE1R2	0.0296	11.94	11.46								
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0591	12.04	11.53								
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.43									
Cable Records																
	Virtual Collocation Cable Records - per request(LA only)			AMTFS	VE1BG	10.97										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record(LA only)			AMTFS	VE1BH	5.29										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair(LA only)			AMTFS	VE1BJ	0.08										
	Virtual Collocation Cable Records - DS1, per T1TIE(LA only)			AMTFS	VE1BK	0.04										
	Virtual Collocation Cable Records - DS3, per T3TIE(LA only)			AMTFS	VE1BL	0.13										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records(LA only)			AMTFS	VE1BM	1.37										
	Virtual Collocation Cable Records - CAT 5/RJ45 (LA only)			AMTFS	VE1B6	0.04										
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.44	10.42								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.41	13.45								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		26.38	16.49								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		841.54									
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	16.02										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80									
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.44	10.42								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.49								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		298.80									
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	225.39										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		112.52									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.47									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0245	11.94	11.46								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0491	12.04	11.53								
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.9605	21.39	15.47								
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.01	20.28	14.76								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.20	20.28	14.76								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.21	24.81	19.29								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.45										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.92										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.37										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.80										

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,890.38									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,575.69									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.13									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		597.34		1.22							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		837.57		1.22							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,063.00		1.22							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,422.00		1.22							
	Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.74										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	165.23										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	183.20										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	17.97										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.30										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.52										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	85.67										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		604.19									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,081.40									
	Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.33										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.29										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.58										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.87										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.65										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP USL, UEPEX, UEPDX	PE1P1	1.14	22.16	16.02	6.60	5.97						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	14.49	21.01	15.29	7.61	6.10						

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	5.10	25.70	19.97	10.01	8.50						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75				
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		17.02	10.79								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.17	13.94								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.32	17.08								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	75.23										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0576	27.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.41									
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively			CLO	PE1CR		I 763.69	S 490.94	133.77							
	Physical Collocation - Cable Records, per request			CLO	PE1CD		328.81		190.22							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CO		4.84		5.93							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1C1		2.27		2.78							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C3		7.92		9.72							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1CB		84.98		77.58							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1C5		2.27		2.78							
	Physical Collocation, Cable Records,CAT5/RJ45															
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place. Per Voice Grade Circuit			CLO	PE1BR		22.54									
	Physical Collocation Virtual to Physical Collocation In-Place. Per DSO Circuit			CLO	PE1BP		22.54									
	Physical Collocation - Virtual to Physical Collocation In-Place. Per DS1 Circuit			CLO	PE1BS		32.78									
	Physical Collocation - Virtual to Physical Collocation In-Place. per DS3 Circuit			CLO	PE1BE		32.78									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		926.27		22.62							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.89									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.13									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		740.76									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74										
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91						
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	14.49	21.01	15.29	7.61	6.10						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0268	12.37	11.87	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91						

Att: 4 Exh: B

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.41									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 763.69	S 490.94	133.77							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84		5.93							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.27		2.78							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		17.02	10.79								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.17	13.94								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.32	17.08								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		926.27		22.62							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	15.24										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		309.48		168.63							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	210.05										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		116.54									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.77									
ADJACENT COLLOCATION																

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0223	12.37	11.87	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0446	12.47	11.94	6.59	5.91						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.05	22.16	16.02	6.60	5.97						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.27	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.42	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.62	25.70	19.97	10.01	8.50						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.29										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.58										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.87										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.65										

Att: 4 Exh: B

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,322.00									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1K5		269.83		1.15							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		493.40		1.15							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,012.00		1.15							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,343.00		1.15							
	Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	2.69										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		534.44									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		559.81									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		25.37									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.42										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.88										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	97.98										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,140.00									
	Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.65										
	Physical Collocation - Power, -48V DC Power - Grandfathered site - per Fused Amp Requested			CLO	PE1FT	2.44										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.50										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.01										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.51										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.12										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0309	19.77	14.95								
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	19.95	15.05								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP USL, UEPEX, UEPDX	PE1P1	1.36	39.15	23.20								

Att: 4 Exh: B

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	17.62	38.25	21.94								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	38.25	21.94								
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	6.20	43.96	26.17								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0028										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0041										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0309	19.77	14.95					26.94	12.76		
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0618	19.95	15.05					26.94	12.76		
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0622	15.00									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.51									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		15.00									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		15.00									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.48									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1458.00	S 937.29	245.00	245.00						
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35						
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		8.77	8.77	10.32	10.32						
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.35	4.35	5.11	5.11						
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.22	15.22	17.90	17.90						
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32						
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.27		2.78							
Virtual to Physical																

Att: 4 Exh: B

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		69.51	20.45								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		69.51	20.45								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		78.93	29.87								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		75.11	26.04								
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,233.00									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.79									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.	I		AMTFS	ESPVX	2.69										
	Power															
	Virtual Collocation - Power, per fused amp	I		AMTFS	ESPAX	7.65										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0225	19.77	14.95								
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0449	19.95	15.05								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.4195	39.15	23.20								
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.41	38.25	21.94								
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94								
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17								

COLLOCATION - North Carolina

Att: 4 Exh: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0028										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0041										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP UEPSR, UEP2C	VE1R2	0.0225	19.77	14.95								
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05								
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.48									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1458.00	S 937.29	245.00	245.00						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	622.69	346.35	346.35						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	8.77	10.32	10.32						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.35	4.35	5.11	5.11						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.22	15.22	17.90	17.90						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.35	4.35	5.11	5.11						
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.68	21.34								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,233.00									
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	13.28										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38		258.38							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										

COLLOCATION - North Carolina

Att: 4 Exh: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		589.38		258.38							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	218.07										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		215.55									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.65									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0239	19.77	14.95								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0477	19.95	15.05								
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.28	39.15	23.20								
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	17.35	38.25	21.94								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.94	38.25	21.94								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	5.62	43.96	26.17								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,266.00		0.5842							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.50										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.01										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.51										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	38.12										
Note: Rates displaying an "I" in interim column are interim as a result of a Commission order.																

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67		0.51							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10		0.51							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,409.00		1.21							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.95										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.69										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.24										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	9.19										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.67										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.36										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.12	22.08	15.96	6.42	5.80						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	14.21	20.94	15.23	7.39	5.93						

Att: 4 Exh: B

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	5.01	25.61	19.90	9.73	8.26						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0682	12.42	11.90	6.40	5.74		15.69				
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.71									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 760.98	S 489.20	133.29							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.26		2.77							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place. Per Voice Grade Circuit			CLO	PE1BR		22.43									
	Physical Collocation Virtual to Physical Collocation In-Place. Per DSO Circuit			CLO	PE1BP		22.43									
	Physical Collocation - Virtual to Physical Collocation In-Place. Per DS1 Circuit			CLO	PE1BS		32.61									
	Physical Collocation - Virtual to Physical Collocation In-Place. per DS3 Circuit			CLO	PE1BE		32.61									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54							
	Physical Collocation - Fiber Cable Support Structure. per Entrance Cable			CLO	PE1PM	21.33										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.42									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95										
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74						
	Virtual collocation - Special Access & UNE,cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	14.21	20.94	15.23	7.39	5.93						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP UEPSR, UEP2C	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74						

Att: 4 Exh: B

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.71									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 760.98	S 489.20	133.29							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.26		2.77							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.96	10.75								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.10	13.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.23	17.02								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		794.22		22.54							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	18.66										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38		168.60							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76		337.19							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	246.44										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.25									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.27									
ADJACENT COLLOCATION																

COLLOCATION - South Carolina													Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0264	12.32	11.83	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.00	20.94	15.23	7.39	5.93						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.37	20.94	15.23	7.40	5.93						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.53	25.61	19.90	9.73	8.26						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.67										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.36										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.03										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	39.33										

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect. Application Fee, per application			CLO	PE1DT		585.09									
	Physical Collocation - Power Reconfiguration Only. Application Fee			CLO	PE1PR		400.10									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25									
	Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.94										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.09										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	218.53										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.44										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.74										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.95										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	100.14										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,027.00									
	Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.87										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.60										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.22										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.82										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.84										
	Physical Collocation - Power - Cageless, - 48V DC Power per Fused Amp Requested			CLO	PE1F5	6.79										
	Physical Collocation - Power - Cageless, Grandfathered Site, 48V DC Power per Fused Amp Requested			CLO	PE1F6	2.72										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.033	33.82	31.92									
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95									
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP USL, UEPEX, UEPDX	PE1P1	1.51	53.27	40.16									

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	19.26	52.37	38.89								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.033	33.82	31.92					20.35	10.54	13.32	1.40
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.066	33.94	31.95					20.35	10.54	13.32	1.40
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02								
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67									
Cable Records																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00									
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05									
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		6.45									
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42									
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		8.45									
Virtual to Physical																

Att: 4 Exh: B

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		21.11									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		21.11									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		30.69									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		30.69									
Entrance Cable																
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		43.10							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.29									
VIRTUAL COLLOCATION													2.07	2.81	0.67	1.41
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
	Virtual collocation - Special Acess & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP UEPSR, UEP2C	VE1R2	0.57	11.62	9.90	10.38	8.66			20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67			20.35	10.54	13.32	1.40
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67									
Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		16.05									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45									
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										

Att: 4 Exh: B

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95				0.00	0.00	0.00	0.00
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30										
	Note: Rates displaying an "I" in interim column are interim as a result of a Commission order.															

MICROWAVE TRANSMISSION FACILITIES IN CONJUNCTION WITH PHYSICAL COLLOCATION

1. Scope of Exhibit

1.1 Where technically feasible, AT&T will allow the placement of microwave transmission equipment on the rooftop or on a suitable exterior space of a AT&T Premises, as defined in Section 1.1 of this Attachment 4. The microwave transmission facilities will be used as an entrance facility in conjunction with a physical collocation arrangement located within the same AT&T Premises. Such microwave equipment will be limited to that which is necessary for Covad to interconnect with AT&T's services/facilities or access AT&T's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement.

1.2 Microwave transmission facilities include the placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the rooftop or on other suitable exterior spaces of a AT&T Premises, but does not include the construction of towers on the rooftop of a AT&T Premises or adjacent to the AT&T Premises. The Parties will work together to determine the preferable type of antenna mount and will consider such factors as permitting requirements, roof maintenance issues, building structural capacity, and any other relevant factors that may apply; however, AT&T shall have final approval of the type of antenna mount that will be used by Covad.

1.2.1 Covad is limited by building and structural support constraints for the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave radio antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines (e.g., weight, wind load). Such equipment will be subject to a structural analysis, in accordance with Section 2.3 of this Exhibit D, that must be performed by Covad's AT&T Certified Supplier at Covad's sole expense, to ensure that the equipment does not overload the building structure. A copy of the structural analysis shall be provided to AT&T for its review and evaluation, upon completion of this document by Covad's AT&T Certified Supplier. If the structural analysis indicates a determination and recommendation that structural reinforcement is required in order to accommodate the placement of the requested diameter, weight, and height of such microwave antenna(e), Covad will not be allowed to place such microwave antenna(e) on the rooftop of the AT&T Premises. Covad agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight

requirements. At no time shall an antenna(e) be directed across open rooftop space without approval of AT&T, which shall not be unreasonably withheld.

1.3 No Property Right Conferred. Notwithstanding anything contained herein to the contrary, the placement of microwave transmission facilities on a AT&T rooftop or other suitable exterior space, which is used in conjunction with Covad's physical collocation arrangement, in the same AT&T Premises, shall not confer or be deemed to confer any property interest or right in AT&T's property, and Covad hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of AT&T's property solely for the purposes set forth herein. The title to Covad's microwave transmission facilities equipment shall remain with Covad as the property of Covad and shall not become a fixture to a AT&T Premises.

1.4 Bonding and Grounding. Covad's AT&T Certified Supplier will be responsible for provisioning the grounding and bonding of Covad's microwave transmission facilities and any additional rooftop grounding necessary to protect AT&T's equipment or other occupants' equipment located in the AT&T Premises. Collocated microwave transmission equipment must comply with extraordinary bonding and grounding requirements, pursuant to Section 2.5 on this Exhibit D. These requirements may necessitate the utilization of more interior central office floor space to accommodate the requested arrangement than would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space as calculated in accordance with the requirements in Section 8.6 of this Attachment 4, floor space charges will be based upon the minimum amount of floor space required to accommodate the requested collocated equipment arrangement that will comply with the requirements of Section 2.5 of this Exhibit D.

2. Provisioning of Microwave Transmission Facilities

2.1 Site Visit to Determine Line of Sight. Covad will submit a site visit request (Site Visit Request to Determine Line of Sight) in writing to AT&T prior to the submission of an application for physical collocation within the AT&T Premises, setting forth the name(s) of the AT&T Premises that Covad wishes to visit for the purpose of determining the potential for placing microwave transmission facilities at this location. The site visit will take place within fifteen (15) business days of AT&T's receipt of Covad's Site Visit Request to Determine Line of Sight document or as soon thereafter as agreed to by the Parties. Such site visit will consist of Covad's representative(s) and appropriate AT&T personnel visiting a AT&T Premises for the purpose of Covad determining whether an unobstructed line-of-sight is technically feasible from the rooftop or other suitable exterior space of the AT&T

Premises. Such site visit will not obligate Covad to request, or AT&T to provide, microwave transmission facilities at a particular AT&T Premises. When Covad submits an application for physical collocation, which includes a request for microwave transmission facilities, AT&T will determine the feasibility of installing microwave equipment for the particular AT&T Premises requested based on the information provided by Covad in the application submitted to AT&T. Covad will be charged for the reasonable costs incurred by AT&T for travel, if required, to each site visit requested by Covad. The fee assessed by AT&T for the site visit will be billed as a nonrecurring charge per visit, per central office, after the site visit has been completed. The fee for the Site Visit to Determine Line of Sight for microwave transmission facilities is set forth in Exhibit B of this Attachment 4.

2.2 Line-of-Sight. AT&T will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that microwave transmission facilities require an unobstructed line-of-sight and Covad is responsible for making an unobstructed line-of-sight determination for each AT&T Premises that it requests to install microwave transmission facilities. Unobstructed line-of-sight will be provided by AT&T will provide unobstructed line-of-sight, where technically feasible, but AT&T offers no guaranteed that unobstructed line-of-sight is available for the AT&T Premises requested by Covad. AT&T will work cooperatively with Covad in determining a suitable space for Covad's equipment on the rooftop or other suitable exterior space for the requested AT&T Premises. If AT&T requires a building enhancement or modification where structural reinforcement is not required, or if the placement of additional equipment obstructs Covad's existing line of sight, AT&T will work cooperatively with Covad to move the antenna mount or raise the height of the antenna mount, which will not be permitted to exceed the 20 foot height limitations set forth in Section 1.2.1 of this Exhibit D, for an unobstructed line of sight. AT&T will be responsible for the costs of this modification. AT&T will not be responsible for moving Covad's antenna(e) mount(s), if through no fault of its own, AT&T determines that a vertical building addition is needed due to space exhaust in a particular AT&T Premises. AT&T shall notify Covad six months prior to the start of a AT&T Premises building addition so that Covad can arrange, at its sole expense, for Covad's AT&T Certified Supplier to remove its microwave transmission facilities from the AT&T Premises.

2.2.1 If a third party requests to place microwave transmission equipment on the rooftop that obstructs Covad's existing line-of-sight, the third party's application will be denied unless all three parties mutually agree to move Covad's existing microwave transmission equipment to allow for a clear line-of-sight, not to exceed the 20 foot height limitation required pursuant to Section 1.2.1 of this Exhibit D. The costs and expenses to move Covad's

existing microwave transmission equipment will be borne by the third party requesting permission to place its own microwave transmission equipment.

2.3 Structural Analysis. After Covad has completed its site visit to a requested AT&T Premises to determine line-of-sight, but prior to the submission of an application for physical collocation with microwave transmission facilities, Covad must, at its sole expense, provide a structural analysis to AT&T. If Covad, or Covad s AT&T Certified Supplier, has determined that a site visit is necessary to perform the structural analysis, pursuant to Section 1.2.1 in this Exhibit D, Covad will submit a site visit request (Site Visit Request to Perform Structural Analysis) in writing to AT&T prior to the submission of an application for physical collocation within the AT&T Premises, indicating the name(s) of the AT&T Premises that Covad requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of microwave transmission facilities. This site visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 2.3, when Covad requests a site visit to determine line-of-sight. The fee assessed by AT&T for the site visit required by Covad to perform the structural analysis will be billed as a nonrecurring charge per visit, per central office, after the structural analysis site visit has been completed. The fee for the Site Visit Request to Perform Structural Analysis is set forth in Exhibit B of this Attachment 4.

If Covad's AT&T Certified Supplied is able to perform the structural analysis without visiting the requested AT&T Premises, no fee for the Site Visit Request to Perform Structural Analysis will be assessed to Covad by AT&T.

A copy of the structural analysis must be submitted with the application for physical collocation when microwave transmission facilities are requested, before AT&T will permit the application to be bona fide.

2.4 Antenna Placement. Where sufficient space exists, and subject to the other provisions in this exhibit, Covad may place up to four (4) microwave antenna(e) within its designated rooftop space, unless otherwise agreed to by the Parties. Covad must submit an Initial Application for physical collocation with microwave transmission facilities with an Initial Application Fee for Microwave Transmission Facilities when requesting the placement of initial microwave transmission equipment at a AT&T Premises. A Subsequent Application and the Subsequent Application Fee for Microwave Transmission Facilities must be submitted when Covad requests that it be permitted to place additional microwave transmission equipment or move existing microwave transmission equipment outside Covad's designated rooftop space at a AT&T Premises. Covad must submit Covad may not construct improvements or make any modifications to AT&T's rooftop space or its microwave transmission facilities, except as noted herein, without prior written approval from AT&T, which will not be unreasonably withheld. Construction and

provisioning intervals for the installation or modification of Covad's microwave transmission facilities will follow the construction and provisioning intervals contained in Section 7 of this Attachment 4. Unless Covad has requested written permission, and AT&T has granted such permission, Covad's AT&T Certified Supplier, may not perform any additional construction or installation of support equipment within Covad's rooftop space or any modification to the rooftop space of the AT&T Premises. AT&T will permit Covad's AT&T Certified Supplier to (i) replace mounted equipment with equipment that is of like-size and weight or with smaller mounted equipment of similar functionality and (ii) perform routine repairs and maintenance to such microwave transmission facilities. AT&T, or its designated AT&T Certified Supplier, shall perform all necessary work associated with the microwave transmission facilities for the physical collocation arrangement involving AC power and building modifications, unless otherwise agreed to by the Parties.

2.5 Equipment Safety Requirements. Covad's microwave equipment must comply with all industry safety codes and the following specific safety requirements:

- Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1
- FCC OET Bulletin 65, dated 08/97
- AT&T Engineering and Installation Standards – Central Office Equipment, TR 73503-11, Section 6.14
- AT&T Building Construction and Fire Safety Standard 16170- Roof (AT&T Proprietary Document)
- American National Standards Institute:
  -Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002
  -Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003
- All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

2.5.1 The operation of Covad's microwave transmission facilities equipment shall also comply with all applicable federal and state radio frequency guidelines.

2.6 Power/Environmental Requirements for Microwave Transmission Facilities. AT&T will not provide power or environmental support to roof top space or other suitable exterior spaces to supportCovad's microwave transmission facilities; however, if AT&T agrees, in response to a specific request by

Covad, to provide AC power to the rooftop space or other suitable exterior spaces, Covad will bear all associated costs and expenses specified by AT&T to provide such requested services to Covad. The cost for AT&T to provide AC power will be determined on an individual case basis (ICB). Monthly recurring charges for AC power will be billed as either 120V Single Phase AC power or 240V Single Phase AC power at the rates indicated in Exhibit B to this Attachment 4.

2.7. Cable Provisioning. Covad's AT&T Certified Supplier is responsible for providing and running the required cable from Covad's radio frequency equipment to its physical collocation space. AT&T will be responsible for determining and providing the necessary dedicated conduit for Covad to use in running its radio frequency equipment to its physical collocation space. AT&T will assess Covad seventy-five percent (75%) of the estimated ICB charges for the dedicated conduit at the time Covad submits its Firm Order.

2.8 Equipment and Testing. Covad shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, antenna support structure, and grounding, bonding and weather-proofing materials for the support structure or antenna(e) required for the microwave transmission facilities that will be used in conjunction with Covad's physical collocation arrangement in the same AT&T Premises. Covad shall also be solely responsible for final adjustments (e.g., pointing) that are required to properly position Covad's antenna(e) at the AT&T Premises.

3. Application Process

3.1 Covad shall submit an application for physical collocation with a request to use microwave transmission facilities for each AT&T Premises that Covad seeks to use microwave transmission facilities in conjunction with its physical collocation arrangement located in the same AT&T Premises.

4. Preparation of Estimate/Application Response

4.1 If AT&T concludes that an unobstructed line-of-sight is not technically feasible, for a rooftop or other suitable exterior space at a AT&T Premises requested by Covad, AT&T will provide Covad with a written explanation of such technical infeasibility according to the Application Response interval, as set forth in this Attachment 4, or in accordance with an agreed upon interval negotiated by the Parties. AT&T's explanation of technical infeasibility may include AT&T's known business plans to construct an addition to the building, which would impact the line-of-sight required for microwave transmission facilities.

If rooftop or other suitable exterior space is available for microwave transmission facilities, AT&T shall provide Covad with an estimate of the cost

to accommodate the microwave transmission facilities requested by Covad in conjunction with its physical collocation arrangement. This estimate shall be provided to Covad at the same time AT&T provides its Application Response to Covad's application for physical collocation space, in accordance with Section .6.9 of this Attachment 4. After receiving Covad's complete and accurate application, AT&T will provide, as more fully described below, an Application Response and estimate of the cost to accommodate the associated microwave transmission facilities requested by Covad in a AT&T Premises. This estimate shall include the monthly recurring charges for AC power, in accordance with the AC power rate set forth in Exhibit B of this Attachment 4. The estimate, which will be determined based on the specifications submitted by Covad with Covad's application, may change based on the actual field conditions encountered during construction of the microwave transmission facilities. The Application Response and estimate of the cost to accommodate the associated microwave transmission facilities requested by Covad in a AT&T Premises shall reflect separate estimated charges for the following work activities related to the installation of Covad's microwave transmission facilities:

(i) Roof Inspection. AT&T may require a roof inspection at any AT&T Premises where Covad requests microwave transmission facilities in conjunction with a physical collocation arrangement within the same AT&T Premises. Covad will bear the cost of the inspection, including any reasonable travel costs incurred by AT&T, if any. AT&T shall use a AT&T Certified Supplier to perform this inspection. At AT&T's discretion, AT&T personnel may accompany the AT&T Certified Supplier. The fee for the roof inspection, which will include all associated travel costs incurred by AT&T, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by AT&T at the time Covad submits its Firm Order. Such roof inspection shall not obligate AT&T to allow microwave transmission facilities at a particular AT&T Premises.

(ii) Security Escort. Covad's request for escorted access to the roof of the requested AT&T Premises will be provided by AT&T, pursuant to Section 8.10 of this Attachment 4.

(iii) Special Security Construction. If AT&T determines that new secured access to the microwave transmission facilities is necessary, the costs associated with the construction of such access shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by AT&T at the time Covad submits its Firm Order.

(iv) Architectural Plan Review. This charge shall equal the sum of the hourly charges for the AT&T Certified Suppliers employed by AT&T to review Covad's plans for the microwave transmission facilities that Covad

proposes to use in conjunction with Covad's physical collocation space in the same AT&T Premises. The fee for the architectural plan review, which includes all associated travel costs incurred by AT&T, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by AT&T at the time Covad submits its Firm Order.

(v) Permitting Review. This charge shall equal the sum of the hourly charges for AT&T personnel and/or the AT&T Certified Suppliers employed by AT&T, whose time is spent reviewing the permitting materials that will be used by Covad to obtain the necessary permits for the placement of the requested microwave transmission facilities. AT&T shall have final approval authority on all proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. AT&T shall have the right to be represented at all hearings in connection with any governmental approvals sought by Covad in regard to the placement of microwave transmission facilities at a AT&T Premises. The fee for AT&T or AT&T's Certified Suppliers to review the permitting materials that will be used by Covad to obtain the necessary permits for the placement of microwave transmission facilities, which includes all associated travel costs incurred by AT&T, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by AT&T at the time Covad submits its Firm Order.

(vi) Exterior (and Related Interior) Building Modification Work. AT&T will provide Covad with an estimate of the costs that AT&T anticipates it will incur for design services, labor, and materials to provide conduit from Covad's radio frequency equipment to Covad's physical collocation space within the same AT&T Premises, or for any other exterior or related interior building modifications that may be also required. The fee for any building modifications, whether exterior, related interior, or both, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by AT&T at the time Covad submits its Firm Order.

(vii) Supervision of Covad's AT&T Certified Supplier. This charge shall equal the sum of the hourly charges of any AT&T employees or AT&T Certified Suppliers that are employed by AT&T to monitor the microwave antenna support structure installation performed by Covad's AT&T Certified Supplier, if AT&T, at AT&T's discretion, determines that such supervision is necessary. AT&T's employees or AT&T's Certified Suppliers shall have a level of expertise that is commensurate with the requirements for supervising the antenna support structure installation project and monitoring any associated construction work. The fee for supervision by a general contractor shall be assessed as an ICB charge

with seventy-five percent (75%) of the estimated charge billed by AT&T at the time Covad submits its Firm Order.

4.2 All estimates provided by AT&T to Covad shall be valid for thirty (30) calendar days from issuance and Covad shall accept, reject or request changes within such time period, unless an extension is requested in writing by Covad and granted by AT&T. To accept the estimate prepared by AT&T, Covad shall submit a Bona Fide Firm Order (BFFO) and submit seventy-five percent (75%) of the total estimated charges to AT&T with the BFFO. A true-up of the estimated charges will be completed within one hundred twenty (120) calendar days after space completion for the microwave transmission facilities.

4.3 The nonrecurring charges associated with the Initial Request for Microwave Transmission Facilities or a Subsequent Request for Microwave Transmission Facilities, as set forth in Exhibit B of this Attachment 4, cover the cost of the work time and work efforts performed by AT&T personnel to review and evaluate Covad's request for the placement, additions to, or removal of microwave transmission facilities. If Covad requests any additions, removals or changes to their physical collocation arrangement located within a AT&T Premises, the appropriate nonrecurring Application Fee for physical collocation will apply in addition to the appropriate nonrecurring charge associated with the Initial Request for Microwave Transmission Facilities or the Subsequent Request for Microwave Transmission Facilities. If AT&T cannot accommodate Covad's request for microwave transmission facilities, Covad will have the option to revise their application to eliminate entrance facilities or request fiber cable entrance facilities. If Covad chooses to revise their application to request no entrance facilities or to reflect the use of fiber cable entrance facilities, in lieu of microwave entrance facilities, the appropriate Initial or Subsequent Application Fee for physical collocation shall apply. All application fees will be billed at the time the Application Response is provided to Covad by AT&T.

5. Pre-Design Meeting

5.1 Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between AT&T and Covad will commence within a maximum of twenty (20) calendar days from AT&T's receipt of Covad's BFFO and Covad's payment of the appropriate application fees and any other agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the microwave transmission facilities that will be used in conjunction with Covad's physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO. The provisioning intervals that will apply to AT&T's provisioning of the requested roof space or suitable exterior space for Covad's microwave transmission facilities will be provided to Covad during the joint planning

meeting or as soon as possible thereafter. AT&T will complete all design work following the joint planning meeting. At this same joint planning meeting, the Parties will also discuss and agree to the preliminary design of Covad's associated physical collocation space and the equipment configuration requirements for this space, as reflected in the application and affirmed in the BFFO.

6. Responsibilities of the Parties

6.1 Covad shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdictional authority, including, without limitation, use permits and building permits, FCC licenses and FAA approval, if required, to operate and maintain Covad's facilities during the term of this Agreement. In addition, some of the AT&T Premises are located within the geographic boundaries of historical preservation areas. If Covad applies for placement of microwave transmission facilities and equipment at a AT&T Premises that is located within a historical preservation area, Covad shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the historical preservation organization having authority over the appropriate historical preservation area.

6.2 Covad shall not use AT&T's property or permit Covad's employees, agents or AT&T Certified Suppliers to perform any activities, work-related or otherwise, in or about the AT&T Premises that is in conflict with any applicable law affecting the condition, use or occupancy of the AT&T Premises or the installation, operation or maintenance of Covad's microwave transmission facilities that is being used in conjunction with Covad's physical collocation equipment. Covad shall not commit any public or private nuisance or any other act or practice which might, or would, materially disturb the quiet enjoyment of any occupant(s) of nearby properties.

6.3 Notwithstanding any other provision in this Exhibit D, Covad hereby acknowledges that AT&T may have existing wireless communications facilities of its own or of other tenants or licensees on or at AT&T's Premises, and AT&T may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers ("Other Wireless Carriers") for the installation, operation and maintenance of communications facilities on or at certain AT&T Premises. Covad shall cooperate with AT&T and all Other Wireless Carriers to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to AT&T's Premises, including utility connections and access. Subject to ownership of any exclusive frequency rights, Covad's facilities shall not physically, electronically, or inductively interfere with

existing AT&T customers', other telecommunications carriers' customers' or other tower tenants' existing facilities. Each transmitter individually, and all transmitters collectively, at a given AT&T Premises shall comply with appropriate federal, state, and/or local regulations governing the safe levels of radio frequency radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

6.4 At its sole cost and expense, Covad shall ensure that Covad's microwave transmission facilities and/or equipment are properly maintained by the appropriate AT&T Certified Supplier employed by Covad. This responsibility shall include, without limitation, that all necessary repairs, replacements and restorations are performed by Covad's AT&T Certified Supplier. In addition, Covad shall keep its microwave transmission facilities in a good, neat, sanitary and workmanlike condition. If, after ten (10) calendar days of receiving written notice from AT&T, Covad fails to keep its microwave transmission facilities in such workmanlike condition, AT&T shall have the right, but not the obligation, to clean up the space on Covad's behalf. In such event, Covad shall be liable to AT&T for the cost and expense of such work, upon written demand from AT&T. Furthermore, Covad and its AT&T Certified Suppliers are required to take all necessary precautions to protect the roof membrane of the AT&T Premises during initial construction, future alterations or additions, or maintenance visits to Covad's roof-mounted equipment. Covad, at its sole cost and expense, shall make any repairs required due to roof damage caused by Covad's AT&T Certified Supplier. A AT&T Certified Supplier must perform any such repairs.

7. Equipment Removal

7.1 If, at any time, AT&T determines that any of Covad's microwave transmission facilities or equipment or the installation of Covad's microwave transmission facilities or equipment does not meet the requirements outlined in this Exhibit D, Covad will be responsible for the costs and expenses associated with the removal of such microwave transmission facilities or equipment or the modification of such microwave transmission facilities or equipment or the installation thereof to render it compliant. The removal of Covad's microwave transmission facilities or equipment must be done by a AT&T Certified Supplier. If Covad fails to correct any non-compliance with these standards or fails to demonstrate that the microwave transmission equipment is compliant within fifteen (15) calendar days written notice to Covad, AT&T may have the microwave transmission facilities or equipment removed or the condition corrected at Covad's expense. Removal of microwave transmission facilities for collocation equipment shall be pursuant to the provisions of Section 4.4 of this Attachment 4. If Covad no longer needs, or vacates its microwave transmission facilities, Covad's AT&T Certified Supplier shall remove Covad's microwave transmission facilities

and restore the roof of the AT&T Premises to its original condition, excluding normal wear and tear.

8. Collocation Attachment Provisions

Any provision provided specifically herein shall be in addition to the applicable provisions contained in this Attachment 4.

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Microwave Collocation															
	Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities, per Visit, per Central Office			CLO	PE1SU		1030.00		1.31							
	Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		1030.00		1.31							
	Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4347.00		1.31							
	Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1746.00		1.31							

UNBUNDLED NETWORK ELEMENTS - Florida																	Att: 2 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Microwave Collocation																
		Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities, per Visit, per Central Office			CLO	PE1SU		1034.00		1.32							
		Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		1034.00		1.32							
		Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4364.00		1.32							
		Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1753.00		1.32							

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Microwave Collocation																
		Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities. per Visit, per Central Office			CLO	PE1SU		1037.00		1.32							
		Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		1037.00		1.32							
		Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4376.00		1.32							
		Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1758.00		1.32							

UNBUNDLED NETWORK ELEMENTS - Kentucky

Att: 2 Exh B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Microwave Collocation															
	Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities, per Visit, per Central Office			CLO	PE1SU		1030.00		1.31							
	Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		1030.00		1.31							
	Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4350.00		1.31							
	Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1747.00		1.31							

UNBUNDLED NETWORK ELEMENTS - Louisiana														Att: 2 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Microwave Collocation																
		Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities, per Visit, per Central Office			CLO	PE1SU		1033.00		1.32							
		Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		1033.00		1.32							
		Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4360.00		1.32							
		Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1751.00		1.32							

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Microwave Collocation																
		Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities, per Visit, per Central Office			CLO	PE1SU		1035.00		1.32							
		Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		1035.00		1.32							
		Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4367.00		1.32							
		Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1754.00		1.32							

UNBUNDLED NETWORK ELEMENTS - North Carolina														Att: 2 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Microwave Collocation																
		Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities, per Visit, per Central Office			CLO	PE1SU		1036.00		1.32							
		Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		1036.00		1.32							
		Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4375.00		1.32							
		Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1757.00		1.32							

UNBUNDLED NETWORK ELEMENTS - South Carolina														Att: 2 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Microwave Collocation																
		Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities. per Visit. per Central Office			CLO	PE1SU		1029.00		1.31							
		Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		1029.00		1.31							
		Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4346.00		1.31							
		Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1745.00		1.31							

UNBUNDLED NETWORK ELEMENTS - Tennessee														Att: 2 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Microwave Collocation																
		Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities, per Visit, per Central Office			CLO	PE1SU		968.74		1.23							
		Microwave Collocation - Site Visit Request to perform structural analysis, per Visit, per Central Office			CLO	PE1SV		968.74		1.23							
		Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW		4089.00		1.23							
		Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX		1642.00		1.23							

Covad Communications Company
BellSouth "Service Ready" COs
Generated October 25, 2004

No.	Space	CO	MSA	ILEC	"SR" Date
1	ATLNGACS-A	ATLNGACS	Atlanta, GA	BellSouth	5/13/1999
2	ATLNGAPP-A	ATLNGAPP	Atlanta, GA	BellSouth	5/13/1999
3	SMYRGAMA-A	SMYRGAMA	Atlanta, GA	BellSouth	5/13/1999
4	SNLVGAMA-A	SNLVGAMA	Atlanta, GA	BellSouth	5/17/1999
5	WDSTGACR-A	WDSTGACR	Atlanta, GA	BellSouth	5/18/1999
6	ATLNGATH-A	ATLNGATH	Atlanta, GA	BellSouth	5/19/1999
7	LRVLGAOS-A	LRVLGAOS	Atlanta, GA	BellSouth	5/20/1999
8	MRTTGAEA-A	MRTTGAEA	Atlanta, GA	BellSouth	5/26/1999
9	DNWDGAMA-A	DNWDGAMA	Atlanta, GA	BellSouth	6/17/1999
10	PTCYGAMA-A	PTCYGAMA	Atlanta, GA	BellSouth	6/24/1999
11	SNMTGALR-A	SNMTGALR	Atlanta, GA	BellSouth	7/16/1999
12	CMNGGAMA-A	CMNGGAMA	Atlanta, GA	BellSouth	7/20/1999
13	DLTHGAHS-A	DLTHGAHS	Atlanta, GA	BellSouth	7/26/1999
14	LGVLGACS-A	LGVLGACS	Atlanta, GA	BellSouth	7/26/1999
15	TUKRGAMA-A	TUKRGAMA	Atlanta, GA	BellSouth	7/28/1999
16	CHMBGAMA-A	CHMBGAMA	Atlanta, GA	BellSouth	7/31/1999
17	RSWLGAMA-A	RSWLGAMA	Atlanta, GA	BellSouth	7/31/1999
18	CNYRGAMA-A	CNYRGAMA	Atlanta, GA	BellSouth	8/6/1999
19	JNBOGAMA-A	JNBOGAMA	Atlanta, GA	BellSouth	8/18/1999
20	PANLGAMA-A	PANLGAMA	Atlanta, GA	BellSouth	8/19/1999
21	ASTLGAMA-A	ASTLGAMA	Atlanta, GA	BellSouth	10/17/1999
22	ATLNGABU-A	ATLNGABU	Atlanta, GA	BellSouth	10/23/1999
23	ATLNGASS-A	ATLNGASS	Atlanta, GA	BellSouth	10/24/1999
24	LTHNGAJS-A	LTHNGAJS	Atlanta, GA	BellSouth	10/25/1999
25	ATLNGAIC-A	ATLNGAIC	Atlanta, GA	BellSouth	11/4/1999
26	ATLNGAWD-A	ATLNGAWD	Atlanta, GA	BellSouth	11/7/1999
27	CRTNGAMA-A	CRTNGAMA	Atlanta, GA	BellSouth	11/8/1999
28	FYVLGASG-A	FYVLGASG	Atlanta, GA	BellSouth	11/8/1999
29	MRTTGAMA-A	MRTTGAMA	Atlanta, GA	BellSouth	11/9/1999
30	NWNNGAMA-A	NWNNGAMA	Atlanta, GA	BellSouth	11/16/1999
31	BUFRGABH-A	BUFRGABH	Atlanta, GA	BellSouth	11/22/1999
32	ACWOGAMA-A	ACWOGAMA	Atlanta, GA	BellSouth	11/24/1999
33	SMYRGAPF-A	SMYRGAPF	Atlanta, GA	BellSouth	11/29/1999
34	DGVLGAMA-A	DGVLGAMA	Atlanta, GA	BellSouth	11/30/1999
35	NRCRGAMA-A	NRCRGAMA	Atlanta, GA	BellSouth	11/30/1999
36	STBRGANH-A	STBRGANH	Atlanta, GA	BellSouth	12/7/1999
37	LLBNGAMA-A	LLBNGAMA	Atlanta, GA	BellSouth	12/8/1999
38	CRVLGAMA-A	CRVLGAMA	Atlanta, GA	BellSouth	12/12/1999
39	ALPRGAMA-A	ALPRGAMA	Atlanta, GA	BellSouth	2/26/2000
40	PWSPGAAS-A	PWSPGAAS	Atlanta, GA	BellSouth	3/29/2000
41	ALBSALMA-A	ALBSALMA	Birmingham, AL	BellSouth	3/15/2000
42	BRHMALCP-A	BRHMALCP	Birmingham, AL	BellSouth	3/16/2000
43	BRHMALOX-A	BRHMALOX	Birmingham, AL	BellSouth	3/24/2000
44	BRHMALFS-A	BRHMALFS	Birmingham, AL	BellSouth	3/27/2000
45	BRHMALCH-A	BRHMALCH	Birmingham, AL	BellSouth	3/30/2000
46	BRHMALMT-A	BRHMALMT	Birmingham, AL	BellSouth	3/30/2000
47	BRHMALOM-A	BRHMALOM	Birmingham, AL	BellSouth	3/31/2000

48	BRHMALRC-A	BRHMALRC	Birmingham, AL	BellSouth	4/3/2000
49	BRHMALVA-A	BRHMALVA	Birmingham, AL	BellSouth	5/12/2000
50	BRHMALEL-A	BRHMALEL	Birmingham, AL	BellSouth	5/17/2000
51	BRHMALEW-A	BRHMALEW	Birmingham, AL	BellSouth	5/19/2000
52	BRHMALWL-A	BRHMALWL	Birmingham, AL	BellSouth	5/25/2000
53	BRHMALHW-A	BRHMALHW	Birmingham, AL	BellSouth	6/12/2000
54	BSMRALMA-A	BSMRALMA	Birmingham, AL	BellSouth	6/28/2000
55	CHRLNCCA-A	CHRLNCCA	Charlotte, NC	BellSouth	3/25/2000
56	CHRLNCRE-A	CHRLNCRE	Charlotte, NC	BellSouth	3/25/2000
57	CHRLNCMI-A	CHRLNCMI	Charlotte, NC	BellSouth	3/28/2000
58	CHRLNCCE-A	CHRLNCCE	Charlotte, NC	BellSouth	3/29/2000
59	CHRLNCCR-A	CHRLNCCR	Charlotte, NC	BellSouth	3/30/2000
60	GSTANCSO-A	GSTANCSO	Charlotte, NC	BellSouth	3/30/2000
61	HSVLNCCE-A	HSVLNCCE	Charlotte, NC	BellSouth	3/30/2000
62	CHRLNCUN-A	CHRLNCUN	Charlotte, NC	BellSouth	3/31/2000
63	CHRLNCDE-A	CHRLNCDE	Charlotte, NC	BellSouth	4/3/2000
64	CHRLNCSH-A	CHRLNCSH	Charlotte, NC	BellSouth	4/20/2000
65	CHRLNCTH-A	CHRLNCTH	Charlotte, NC	BellSouth	4/21/2000
66	DVSNNCPO-A	DVSNNCPO	Charlotte, NC	BellSouth	4/21/2000
67	CHRLNCER-A	CHRLNCER	Charlotte, NC	BellSouth	4/28/2000
68	SLBRNCMA-A	SLBRNCMA	Charlotte, NC	BellSouth	5/2/2000
69	CHRLNCBO-A	CHRLNCBO	Charlotte, NC	BellSouth	5/26/2000
70	BURLNCDA-A	BURLNCDA	Greensboro, NC	BellSouth	3/19/2000
71	GNBONCEU-A	GNBONCEU	Greensboro, NC	BellSouth	3/20/2000
72	GNBONCAS-A	GNBONCAS	Greensboro, NC	BellSouth	3/22/2000
73	GNBONCMC-A	GNBONCMC	Greensboro, NC	BellSouth	3/28/2000
74	GNBONCAP-A	GNBONCAP	Greensboro, NC	BellSouth	3/29/2000
75	WNSLNCFI-A	WNSLNCFI	Greensboro, NC	BellSouth	4/6/2000
76	WNSLNCVI-A	WNSLNCVI	Greensboro, NC	BellSouth	4/10/2000
77	GNBONCLA-A	GNBONCLA	Greensboro, NC	BellSouth	4/12/2000
78	WNSLNCCL-A	WNSLNCCL	Greensboro, NC	BellSouth	5/1/2000
79	JCVLFLRV-A	JCVLFLRV	Jacksonville, FL	BellSouth	4/20/2000
80	JCVLFLSJ-A	JCVLFLSJ	Jacksonville, FL	BellSouth	4/20/2000
81	JCVLFLBW-A	JCVLFLBW	Jacksonville, FL	BellSouth	4/29/2000
82	JCVLFLNO-A	JCVLFLNO	Jacksonville, FL	BellSouth	5/4/2000
83	JCVLFLFC-A	JCVLFLFC	Jacksonville, FL	BellSouth	5/15/2000
84	JCVLFLAR-A	JCVLFLAR	Jacksonville, FL	BellSouth	5/16/2000
85	JCVLFLCL-A	JCVLFLCL	Jacksonville, FL	BellSouth	5/17/2000
86	JCVLFLWC-A	JCVLFLWC	Jacksonville, FL	BellSouth	5/17/2000
87	JCVLFLSM-A	JCVLFLSM	Jacksonville, FL	BellSouth	5/18/2000
88	JCBHFLMA-A	JCBHFLMA	Jacksonville, FL	BellSouth	5/26/2000
89	PNVDFLMA-A	PNVDFLMA	Jacksonville, FL	BellSouth	5/31/2000
90	ORPKFLMA-A	ORPKFLMA	Jacksonville, FL	BellSouth	6/14/2000
91	ORPKFLRW-A	ORPKFLRW	Jacksonville, FL	BellSouth	6/23/2000
92	MNDRFLLO-A	MNDRFLLO	Jacksonville, FL	BellSouth	10/11/2000
93	LSVLKYAP-A	LSVLKYAP	Louisville, KY	BellSouth	3/14/2000
94	LSVLKYFC-A	LSVLKYFC	Louisville, KY	BellSouth	3/15/2000
95	LSVLKYSL-A	LSVLKYSL	Louisville, KY	BellSouth	3/15/2000
96	LSVLKYBR-A	LSVLKYBR	Louisville, KY	BellSouth	3/19/2000
97	LSVLKYOA-A	LSVLKYOA	Louisville, KY	BellSouth	3/23/2000
98	LSVLKYSM-A	LSVLKYSM	Louisville, KY	BellSouth	3/23/2000
99	LSVLKYBE-A	LSVLKYBE	Louisville, KY	BellSouth	3/26/2000

100	LSVLKYWE-A	LSVLKYWE	Louisville, KY	BellSouth	3/26/2000
101	LSVLKYAN-A	LSVLKYAN	Louisville, KY	BellSouth	3/27/2000
102	LSVLKYHA-A	LSVLKYHA	Louisville, KY	BellSouth	3/27/2000
103	LSVLKYJT-A	LSVLKYJT	Louisville, KY	BellSouth	4/4/2000
104	LSVLKYVS-A	LSVLKYVS	Louisville, KY	BellSouth	4/5/2000
105	MMPHTNBA-A	MMPHTNBA	Memphis, TN	BellSouth	3/22/2000
106	MMPHTNEL-A	MMPHTNEL	Memphis, TN	BellSouth	3/23/2000
107	CRVLTNMA-A	CRVLTNMA	Memphis, TN	BellSouth	3/30/2000
108	MMPHTNCT-A	MMPHTNCT	Memphis, TN	BellSouth	3/30/2000
109	MMPHTNMT-A	MMPHTNMT	Memphis, TN	BellSouth	3/31/2000
110	MMPHTNGT-A	MMPHTNGT	Memphis, TN	BellSouth	4/20/2000
111	MMPHTNOA-A	MMPHTNOA	Memphis, TN	BellSouth	4/26/2000
112	MMPHTNST-A	MMPHTNST	Memphis, TN	BellSouth	4/28/2000
113	MMPHTNSL-A	MMPHTNSL	Memphis, TN	BellSouth	5/12/2000
114	MMPHTNMA-A	MMPHTNMA	Memphis, TN	BellSouth	5/19/2000
115	HLWDFLPE-A	HLWDFLPE	Miami, FL	BellSouth	6/22/1999
116	MIAMFLGR-A	MIAMFLGR	Miami, FL	BellSouth	6/24/1999
117	PMBHFLCS-A	PMBHFLCS	Miami, FL	BellSouth	6/24/1999
118	BCRTFLMA-A	BCRTFLMA	Miami, FL	BellSouth	6/30/1999
119	MIAMFLRR-A	MIAMFLRR	Miami, FL	BellSouth	7/12/1999
120	MIAMFLAE-A	MIAMFLAE	Miami, FL	BellSouth	7/15/1999
121	MIAMFLCA-A	MIAMFLCA	Miami, FL	BellSouth	7/15/1999
122	MIAMFLSO-A	MIAMFLSO	Miami, FL	BellSouth	7/15/1999
123	FTLDFLJA-A	FTLDFLJA	Miami, FL	BellSouth	7/30/1999
124	MIAMFLHL-A	MIAMFLHL	Miami, FL	BellSouth	7/30/1999
125	WPBHFLGA-A	WPBHFLGA	Miami, FL	BellSouth	7/31/1999
126	MIAMFLPL-A	MIAMFLPL	Miami, FL	BellSouth	10/30/1999
127	FTLDFLMR-A	FTLDFLMR	Miami, FL	BellSouth	11/2/1999
128	HLWDFLWH-A	HLWDFLWH	Miami, FL	BellSouth	11/5/1999
129	MIAMFLKE-A	MIAMFLKE	Miami, FL	BellSouth	12/21/1999
130	MIAMFLAP-A	MIAMFLAP	Miami, FL	BellSouth	1/17/2000
131	MIAMFLBA-A	MIAMFLBA	Miami, FL	BellSouth	1/17/2000
132	FTLDFLWN-A	FTLDFLWN	Miami, FL	BellSouth	2/8/2000
133	MIAMFLWD-A	MIAMFLWD	Miami, FL	BellSouth	3/31/2000
134	FTLDFLCR-A	FTLDFLCR	Miami, FL	BellSouth	4/10/2000
135	NDADFLBR-A	NDADFLBR	Miami, FL	BellSouth	4/10/2000
136	MIAMFLNM-A	MIAMFLNM	Miami, FL	BellSouth	4/24/2000
137	NDADFLOL-A	NDADFLOL	Miami, FL	BellSouth	5/2/2000
138	PMBHFLMA-A	PMBHFLMA	Miami, FL	BellSouth	5/9/2000
139	NDADFLAC-A	NDADFLAC	Miami, FL	BellSouth	5/12/2000
140	PMBHFLFE-A	PMBHFLFE	Miami, FL	BellSouth	5/12/2000
141	WPBHFLAN-A	WPBHFLAN	Miami, FL	BellSouth	5/12/2000
142	WPBHFLHH-A	WPBHFLHH	Miami, FL	BellSouth	5/15/2000
143	FTLDFLOA-A	FTLDFLOA	Miami, FL	BellSouth	5/23/2000
144	WPBHFLRP-A	WPBHFLRP	Miami, FL	BellSouth	5/25/2000
145	DLBHFLMA-A	DLBHFLMA	Miami, FL	BellSouth	5/26/2000
146	BYBHFLMA-A	BYBHFLMA	Miami, FL	BellSouth	6/6/2000
147	FTLDFLCY-A	FTLDFLCY	Miami, FL	BellSouth	6/7/2000
148	WPBHFLGR-A	WPBHFLGR	Miami, FL	BellSouth	6/7/2000
149	DRBHFLMA-A	DRBHFLMA	Miami, FL	BellSouth	6/11/2000
150	MIAMFLWM-A	MIAMFLWM	Miami, FL	BellSouth	6/11/2000
151	BCRTFLSA-A	BCRTFLSA	Miami, FL	BellSouth	7/11/2000

152	FTLDFLPL-A	FTLDFLPL	Miami, FL	BellSouth	7/18/2000
153	NDADFLGG-A	NDADFLGG	Miami, FL	BellSouth	8/28/2000
154	LBNNTNMA-A	LBNNTNMA	Nashville, TN	BellSouth	3/19/2000
155	GDVLTNMA-A	GDVLTNMA	Nashville, TN	BellSouth	3/25/2000
156	GALLTNMA-A	GALLTNMA	Nashville, TN	BellSouth	3/27/2000
157	HDVLTNMA-A	HDVLTNMA	Nashville, TN	BellSouth	3/27/2000
158	NSVLTNMT-A	NSVLTNMT	Nashville, TN	BellSouth	3/27/2000
159	NSVLTNBW-A	NSVLTNBW	Nashville, TN	BellSouth	3/28/2000
160	NSVLTNST-A	NSVLTNST	Nashville, TN	BellSouth	3/28/2000
161	NSVLTNUN-A	NSVLTNUN	Nashville, TN	BellSouth	4/3/2000
162	NSVLTNDO-A	NSVLTNDO	Nashville, TN	BellSouth	4/5/2000
163	NSVLTNCH-A	NSVLTNCH	Nashville, TN	BellSouth	5/18/2000
164	NSVLTNMC-A	NSVLTNMC	Nashville, TN	BellSouth	5/23/2000
165	NSVLTNWM-A	NSVLTNWM	Nashville, TN	BellSouth	5/25/2000
166	SMYRTNMA-A	SMYRTNMA	Nashville, TN	BellSouth	5/29/2000
167	MRBOTNMA-A	MRBOTNMA	Nashville, TN	BellSouth	5/31/2000
168	NSVLTNBV-A	NSVLTNBV	Nashville, TN	BellSouth	5/31/2000
169	FKLNTNMA-A	FKLNTNMA	Nashville, TN	BellSouth	6/1/2000
170	NWORLAMA-A	NWORLAMA	New Orleans, LA	BellSouth	3/30/2000
171	NWORLAAR-A	NWORLAAR	New Orleans, LA	BellSouth	4/4/2000
172	KNNRLABR-A	KNNRLABR	New Orleans, LA	BellSouth	4/5/2000
173	CVTNLAMA-A	CVTNLAMA	New Orleans, LA	BellSouth	4/6/2000
174	MNVLLAMA-A	MNVLLAMA	New Orleans, LA	BellSouth	4/18/2000
175	NWORLACA-A	NWORLACA	New Orleans, LA	BellSouth	4/18/2000
176	NWORLASK-A	NWORLASK	New Orleans, LA	BellSouth	4/18/2000
177	NWORLARV-A	NWORLARV	New Orleans, LA	BellSouth	4/20/2000
178	NWORLASC-A	NWORLASC	New Orleans, LA	BellSouth	4/20/2000
179	NWORLAMT-A	NWORLAMT	New Orleans, LA	BellSouth	4/24/2000
180	KNNRLAHN-A	KNNRLAHN	New Orleans, LA	BellSouth	4/26/2000
181	NWORLASW-A	NWORLASW	New Orleans, LA	BellSouth	4/28/2000
182	SLIDLAMA-A	SLIDLAMA	New Orleans, LA	BellSouth	5/3/2000
183	NWORLACM-A	NWORLACM	New Orleans, LA	BellSouth	5/4/2000
184	NWORLAMR-A	NWORLAMR	New Orleans, LA	BellSouth	5/4/2000
185	NWORLAMC-A	NWORLAMC	New Orleans, LA	BellSouth	5/21/2000
186	ORLDFLMA-A	ORLDFLMA	Orlando, FL	BellSouth	3/25/2000
187	ORLDFLSA-A	ORLDFLSA	Orlando, FL	BellSouth	5/15/2000
188	ORLDFLAP-A	ORLDFLAP	Orlando, FL	BellSouth	5/18/2000
189	ORLDFLPH-A	ORLDFLPH	Orlando, FL	BellSouth	5/23/2000
190	ORLDFLCL-A	ORLDFLCL	Orlando, FL	BellSouth	5/26/2000
191	ORLDFLPC-A	ORLDFLPC	Orlando, FL	BellSouth	6/13/2000
192	CARYNCCE-A	CARYNCCE	Raleigh, NC	BellSouth	6/7/1999
193	CPHLNCRO-A	CPHLNCRO	Raleigh, NC	BellSouth	6/29/1999
194	RLGHNCGA-A	RLGHNCGA	Raleigh, NC	BellSouth	6/29/1999
195	RLGHNCHO-A	RLGHNCHO	Raleigh, NC	BellSouth	6/30/1999
196	RLGHNCMO-A	RLGHNCMO	Raleigh, NC	BellSouth	6/30/1999
197	APEXNCCE-A	APEXNCCE	Raleigh, NC	BellSouth	7/1/1999
198	RLGHNCJO-A	RLGHNCJO	Raleigh, NC	BellSouth	7/28/1999
199	RLGHNCSI-A	RLGHNCSI	Raleigh, NC	BellSouth	8/3/1999
200	RLGHNCGL-A	RLGHNCGL	Raleigh, NC	BellSouth	8/10/1999
201	RLGHNCSB-A	RLGHNCSB	Raleigh, NC	BellSouth	3/22/2000

Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and Covad agree to adhere to AT&T's Operational Understanding which changes will be governed by the AT&T/CLEC User Forum. The Operational Understanding may be accessed via AT&T's Interconnection Website.

2.5.2 If Covad reports a trouble on a AT&T Network Element or resold service and no trouble is found in AT&T's network, AT&T will charge a Maintenance of Service Charge, Trouble Determination Charge, or Trouble Location Charge for any dispatching and testing (both inside and outside the CO) performed by AT&T in order to confirm working status. These latter two charges apply to resold service only. AT&T will assess the applicable Maintenance of Service rates, Trouble Determination Charge, or Trouble Location Charge from the applicable AT&T tariff.

2.5.3 In the event AT&T must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Covad (e.g., incomplete address, incomplete contact name/number, etc.), AT&T will bill Covad for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service rates, Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff. These latter two charges apply to resold services only.

2.6 Billing. AT&T will provide Covad nondiscriminatory access to billing information as specified in Attachment 7.

2.7 Change Management. AT&T and Covad agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces, retirement of interfaces, and changes to the OSS processes. AT&T and Covad agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T's testing environment, and associated manual process improvements. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Covad at AT&T's Interconnection Web site.

2.8 Rates. Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement. To the extent Covad performs OSS functions for AT&T that AT&T performs for Covad, Covad shall bill AT&T for such functions subject to the same rates, terms and conditions that apply to AT&T's charges under this Agreement

2.9 The Commission in some states have ordered per element manual additive nonrecurring charges 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 nonrecurring charges will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

3. MISCELLANEOUS

3.1 Pending Orders. To the extent that either Party submits an LSR with incomplete, incorrect or conflicting information, the other Party will return the LSR to the submitting Party for clarification. The submitting Party shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If the submitting Party does not submit a supplemental LSR within thirty (30) days, the other Party will cancel the original LSR and the submitting Party shall be required to submit a new LSR, with a new PON.

3.2 Single Point of Contact. Covad will be the single point of contact with AT&T for ordering activity for network elements and other services used by Covad to provide services to its End Users, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected End User. Covad and AT&T shall each execute a blanket Letter of Authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, AT&T may disconnect any network element being used by Covad to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T will notify Covad of line loss via the line loss notification procedures as set forth on AT&T's Interconnection web site. Covad may generate orders for services that include multiple partners, i.e., voice partner, data partner, NSP, local municipalities as agreed upon by a Letter of Authorization filed with AT&T.

3.2.1 Neither AT&T nor Covad shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms. AT&T will notify Covad that such a request has been processed but will not be required to notify Covad in advance of such processing.

3.3 Use of Facilities. When a customer of Covad elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to Covad by AT&T. Where AT&T provides local switching, AT&T may disconnect and reuse facilities when the facility is in a denied state and AT&T has received an order to establish new

service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. AT&T will notify Covad of such a request via the line loss notification report

3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where AT&T performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs 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.

3.5.1 When Covad's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to Covad , which has the billing relationship with that End User, and Covad may pass such charge to the End User.

Attachment 7

Billing

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BILLING

1. Payment and Billing Arrangements

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Covad under this Agreement. AT&T will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, AT&T's billing format may change in accordance with applicable industry standards. AT&T will provide Covad sixty (60) business days notice prior to implementation of any systems changes to the CABS/CBOS, CRIS or IBS billing systems that affect billing to Covad.

1.1.1 For any service(s) AT&T receives from Covad, Covad shall bill AT&T in a format agreed upon by both Covad and AT&T.

1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to AT&T.

1.1.3 AT&T will render bills each month on the bill date agreed upon between Covad and AT&T for each of Covad's accounts, provided the bill period is available and there are no problems with a suggested date. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in AT&T's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6. AT&T will correct problems with billing media and work cooperatively with Covad when problems are identified.

1.1.3.1.1 The Parties agree that charges incurred under this Agreement or prior Interconnection Agreements including back billing and billing disputes, are subject to a one (1) year limitations period except in the following instances:

Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;

Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

1.1.3.1.1.1 In any dispute resolution proceeding involving a dispute over the applicable billing limitations period, the Party asserting that the longer period applies shall have the burden of proof for that assertion.

1.1.4 AT&T will bill Covad in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears. In the event that AT&T does not bill the applicable rate, or no rate is established or included in this Agreement for any services provided pursuant to the Agreement, AT&T reserves the right, subject to the limitations set forth in Section 1.1.3.1.1, to back bill Covad for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. In the event of such back-billing, Covad may dispute the accuracy of the back-bill data by following normal dispute procedures. In such event, AT&T will respond accordingly with available data and documentation to support its back-billing initiative.

1.1.4.1 For resold services, charges for services will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill Covad, and Covad will be responsible for and remit to AT&T, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL (End User Common Line) charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.

1.1.5 AT&T will not perform billing and collection services for Covad as a result of the execution of this Agreement.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Covad will provide the appropriate AT&T Local Contract Manager responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbrerviation (ACNA), if applicable, AT&T's blanket form Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Covad may not order services under a new account established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Covad. AT&T will add new circuits to existing accounts instead of creating new BANs where possible.

1.2.1 ACNAs. Covad shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by Covad to order services pursuant to this Agreement and will not be shared by Covad with another entity.

1.2.2 Company Identifiers. If Covad needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Covad has already been conducting business utilizing those Company Identifiers, Covad shall pay the applicable charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, the applicable time required to make system updates to all of Covad's customer records and any other changes to AT&T systems or Covad records, and will be handled in a separately negotiated agreement.

1.2.3 Tax Exemption. It is the responsibility of Covad to provide AT&T with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Covad entity purchasing Services under this Agreement. Upon AT&T's receipt of a properly completed tax exemption certificate, subsequent billings to Covad will not include those taxes or fees from which Covad is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and Covad shall pay all applicable taxes and fees. In the event that Covad believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T's receipt of a properly completed exemption certificate, AT&T shall assign to Covad its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from Covad and at Covad's sole expense, pursue such refund claim on behalf of Covad, provided that Covad promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim. Covad shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Covad to its customers.

1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T's request, Covad shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding Covad's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding Covad's credit and financial condition, AT&T reserves the right to require Covad to provide AT&T with a suitable form of security deposit for Covad's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or Covad's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously

requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Covad's "accounts receivables and proceeds".

1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (AT&T form), Surety Bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by Covad. Any such security deposit shall in no way release Covad from its obligation to make complete and timely payments of its bill(s). If AT&T requires Covad to provide a security deposit, Covad shall provide such security deposit prior to the inauguration of service or within thirty (30) days of AT&T's request, as applicable. Deposit request notices will be sent to Covad via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.

1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Covad has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Covad or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Covad and AT&T shall agree on a level of estimated billings based on all relevant information.

1.3.3 In the event Covad fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Covad may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to Covad's final bill for its account(s).

1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Covad as security under this Agreement, Covad shall renew such letter of credit or provide AT&T with evidence that Covad has obtained a suitable replacement for the letter of credit. If Covad fails to comply with the foregoing, AT&T shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Covad accounts(s). If Covad provides a security deposit or additional security deposit in the form of a surety bond as required herein, Covad shall renew the surety bond or provide AT&T with evidence that Covad has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Covad fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Covad's

account(s). If the credit rating of any bonding company that has provided Covad with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to Covad that Covad must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If Covad fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Covad's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Covad as security hereunder if Covad defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

1.3.4 AT&T will, upon written request from Covad, review Covad's credit and financial worthiness and return or reduce the deposit if the review determines that Covad is not a risk. Covad may initiate via written notification to AT&T an exchange of cash on deposit with AT&T with another form of security on the account. Such security deposit shall take the form of an Irrevocable Letter of Credit (AT&T form), Surety Bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by Covad.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Covad. Covad shall pay invoices by utilizing wire transfer services or automatic clearing house services. Covad shall make payment to AT&T for all services billed. AT&T will not become involved in billing disputes that may arise between Covad and Covad's customer.

1.4.1 Payment Due. AT&T shall send to Covad within ten (10) business days of the bill date the entire bill in electronic or paper form, unless other wise agreed to by the Parties. If the paper form of the bill is not received within 10 business days of the bill date, Covad shall notify AT&T and the Parties will negotiate a payment due date. With the exception of the above rule, payment for services provided by AT&T, excluding disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment is received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to Covad's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. For amounts Covad disputes in good faith, Covad may elect to either pay the total amount owed under notice of protest, or withhold the disputed amount. Payment by Covad will not be deemed a waiver of the dispute.

1.4.1.1 AT&T will provide Covad with bill detail, including but not limited to itemization of all charges by USOC for each circuit for which Covad is being billed, sufficient

to permit Covad to validate the billing. If AT&T fails to provide this information, Covad must request the information from AT&T. Covad will also file a Billing Dispute in order to withhold payment and/or suspend late payment charges while such Dispute is being resolved. In the event that the Dispute is resolved in AT&T's favor, all billed late payment charges shall become due. When a rate discrepancy has been identified by Covad and confirmed by AT&T, AT&T will make every effort to correct the billing within 30 days of the confirmation of the billing error.

1.4.1.2 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.3, below, shall apply.

1.4.1.3 Late Payment. If any portion of the payment excluding disputed amounts is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received excluding disputed amounts and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, Covad may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.

1.5 Discontinuing Service to Covad. AT&T will not cease providing services or UNEs ordered by Covad, nor will AT&T terminate the Parties' Agreement, based upon Covad's right to withhold payments for charges disputed in good faith. The procedures for discontinuing service to Covad are as follows:

1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed

Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.

1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by Covad of the applicable rules and regulations of AT&T's tariffs. AT&T shall notify Covad via the Notices section of the General Terms and Conditions and provide Covad reasonable time to cure dependent on the severity of the violation; however, where time is not of the essence Covad will have ten (10) days to cure the said violation or noncompliance before taking any action to suspend, discontinue or terminate Covad's account.

1.5.3 Suspension. If payment of amounts due not subject to a billing dispute as described herein is not received by the bill date in the month after the original bill date, or thirty (30) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to Covad that services will be Suspended if payment of such amounts, and all other amounts not in dispute that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4 above, or in the case of a security deposit request, in the manner set forth in Section 1.3 above, within fifteen (15) days following such notice.

1.5.3.1 The Suspension notice shall also provide that all past due charges except for disputed charges for CRIS and IBS billed services, and all other amounts except for disputed charges that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.

1.5.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges except for disputed charges for CABS billed Services, and all other amounts except for disputed charges that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.

1.5.4 Discontinuance. If payment of amounts due except for disputed charges as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may Discontinue the provision of existing services to Covad if payment of such amounts except for disputed charges, and all other amounts except for disputed charges that become past due before Discontinuance, including requested security deposits, is not received by

wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4 above or in the case of a deposit in accordance with Section 1.3 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.

1.5.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Covad has not paid all amounts except for disputed charges due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) AT&T has sent the subject bill(s) to Covad within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:

i. in paper or CDROM form via the United States Postal Service (USPS), or
ii. in magnetic tape form via overnight delivery, or
iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to Covad, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.4.2 In the case of Discontinuance of services, all billed charges except for disputed charges, as well as applicable disconnect charges, shall become due.

1.5.4.3 Covad is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after Covad's services have been Discontinued, Covad pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for Covad.

1.5.5 Termination. If within thirty (30) days after Covad's service has been Discontinued and Covad has failed to pay all past due charges except for disputed charges as described above, then Covad's service will be Terminated.

2. Billing Disputes

2.1 The Parties shall electronically submit all billing disputes to each other utilizing email or other electronic method upon agreement. The Parties will utilize AT&T's RF-1461 form or another format mutually agreed upon. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of

the notification date. AT&T will acknowledge receipt of a billing dispute within forty-eight (48) hours of receipt. AT&T will provide a load notification within a reasonable period providing the claim number assigned to the billing dispute.

2.1.1 If AT&T denies Covad's claim, AT&T's denial will be accompanied by information and justification to permit Covad to accept or escalate the denial of the claim. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if Covad is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by Covad by such sixtieth (60^{th}) day, Covad will pursue the escalation process as outlined in Section 2.1.1.1 below.

2.1.1.1 If no dispute resolution has been received within sixty (60) days of the dispute notification date, Covad will contact AT&T's designated first level of escalation. That first level of escalation will commit to resolve the dispute within an interval that is mutually agreed upon.

2.1.1.2 If Covad receives a dispute resolution, but is not satisfied with AT&T's dispute resolution, Covad will initially contact AT&T's representative who prepared the dispute response. After review of the dispute with that representative, if Covad elects to pursue the dispute, they must utilize the Billing Dispute Escalation Matrix, set forth on AT&T's Interconnection Services Web site. Covad will escalate disputes within five (5) days of denial or partial denial by AT&T.

2.1.1.3 At each level of escalation, AT&T's designated escalation contact will commit to respond to Covad's escalation within an interval that is mutually agreeable. If that commitment is not met, or if the response from that level of escalation does not satisfy Covad, if Covad elects to pursue the dispute, they must immediately escalate to AT&T's next highest level of escalation. If Covad does not elect to pursue the dispute by utilizing the escalation process, AT&T's resolution will be considered as accepted by Covad and the dispute will be closed.

2.1.1.4 If after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by AT&T, within the limitations period as defined in Section 1.1.3.1.1 herein. The billing dispute must be clearly explained by Covad and supported by written documentation, which clearly shows the basis for disputing charges. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by Covad for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of Covad, any credits and applicable

late payment charges to Covad as a result therof shall be applied to Covad's account by AT&T upon resolution of the billing dispute or within thirty (30) days. AT&T will notify Covad of the BAN to which the credit will be applied and the invoice on which the credit will appear. AT&T will reference the claim number on invoice when credit is issued for disputes. If the billing dispute is resolved in favor of AT&T, Covad will pay any charges that were withheld, including applicable late payment charges within (30) thirty days.

3. RAO Hosting

3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies (Telcordia) used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.

3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (Indirect Participants).

3.3 RAO Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e., billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the customer's bill is the Billing Company

3.5 The NICS is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to

another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T's territory.

3.6 RAO Hosting, CATS and NICS services provided to Covad by AT&T will be in accordance with the methods and practices regularly applied by AT&T to its own operations during the term of this Agreement, including such revisions as may be made from time to time by AT&T.

3.7 Covad shall furnish all relevant information required by AT&T for the provision of RAO Hosting, CATS and NICS.

3.8 Charges or credits, as applicable, will be applied by AT&T to Covad on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.

3.9 Covad must have its own unique hosted RAO code. Where AT&T is the selected CMDS interfacing host, Covad must request that AT&T establish a unique hosted RAO code for Covad. Such request shall be in writing to the AT&T RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

3.10 AT&T will receive messages from Covad that are to be processed by AT&T, another Local Exchange Carrier (LEC) in the AT&T region or a LEC outside the AT&T region. Covad shall send all messages to AT&T no later than sixty (60) days after the message date.

3.11 AT&T 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 Covad.

3.12 All data received from Covad that is to be processed or billed by another LEC within the AT&T region will be distributed to that LEC in accordance with the Agreement(s) in effect between AT&T and the involved LEC.

3.13 All data received from Covad that is to be placed on the CMDS network for distribution outside the AT&T region will be handled in accordance with the agreement(s) in effect between AT&T and its connecting contractor.

3.14 AT&T will receive messages from the CMDS network that are destined to be processed by Covad and will forward them to Covad on a daily basis for processing.

3.15 Transmission of message data between AT&T and Covad will be distributed via FTP mailbox. 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. If AT&T determines the Secure FTP Mailbox is nearing capacity levels, AT&T may move Covad to CONNECT:Direct file delivery.

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

3.15.2 If Covad utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Covad.

3.16 All messages and related data exchanged between AT&T and Covad will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

3.17 Covad will maintain recorded message detail necessary to recreate files provided to AT&T for a period of three (3) calendar months beyond the related message dates.

3.18 Should it become necessary for Covad to send data to AT&T more than sixty (60) days past the message date(s), Covad will notify AT&T in advance of the transmission of the data. AT&T will work with its connecting contractor and/or Covad, where necessary, to notify all affected LECs.

3.19 In the event that data to be exchanged between the two (2) Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.

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

3.21 In association with message distribution service, AT&T will provide Covad with associated intercompany settlements reports (CATS and NICS) as appropriate.

3.22 Notwithstanding anything in this Agreement to the contrary, 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 Section 3.

3.23 Intercompany Settlements Messages

3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Covad as a facilities based provider of local exchange Telecommunications Services.

3.23.2 AT&T will receive the monthly NICS and CATS reports from Telcordia on behalf of Covad and will distribute copies of these reports to Covad on a monthly basis.

3.23.3 Through CATS, AT&T will collect the revenue earned by Covad from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents ($0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Covad. AT&T will remit the revenue billed by Covad to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Covad. These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to Covad via a CABS miscellaneous bill on a monthly basis in arrears.

3.23.4 Through NICS, AT&T will collect the revenue earned by Covad within the AT&T territory from another LEC also within the AT&T territory where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of Covad. AT&T will remit the revenue billed by Covad within the AT&T region to the LEC also within the AT&T region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to Covad via a CABS miscellaneous bill on a monthly basis in arrears.

3.23.5 AT&T and Covad agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

3.24 Rates. Rates for CMDS are as set forth in Exhibit A. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable AT&T 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

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with AT&T's Competitive Structure Provisioning Center.

Attachment 9

Service Quality Measurements

SERVICE QUALITY MEASUREMENTS

Upon a particular Commission's issuance of an order pertaining to Service Quality Measurements in a proceeding expressly applicable to all CLECs generally, AT&T shall implement in that state such Service Quality Measurements as of the date specified by the Commission. Service Quality Measurements that have been ordered in a particular state can currently be accessed via the internet at http://pmap.AT&T.com. AT&T will provide electronic access to Service Quality Measurement data.

Attachment 10

AT&T Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects AT&T's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available on AT&T's Interconnection Services Web site. 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 AT&T Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T'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.

AT&T'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 AT&T's 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 AT&T 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, AT&T 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 AT&T 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 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 and 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 ensure 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 ECC

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. 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 AT&T'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 involved 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 AT&T will proceed with restoration is whether or not AT&T's equipment is incapacitated. Regardless of whose equipment is out of service, AT&T 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), AT&T has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 AT&T OUTAGE

Because AT&T's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T 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 AT&T'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 CO 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 AT&T'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 CO

When AT&T loses a CO, 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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency.

5.2.2 Loss of a CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When AT&T loses a CO 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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency;

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.)

5.2.4 Loss of a Facility Hub

In the event that AT&T 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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency; and

e) If necessary, AT&T 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 AT&T EQUIPMENT)

In some instances, a disaster may impact AT&T'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 AT&T 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, AT&T 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, AT&T may be forced to "package" this traffic entirely differently than 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

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (AT&T)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (AT&T)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (AT&T switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, AT&T will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout AT&T 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 AT&T's Interconnection Web site by clicking on the link "Relief Information" in the special alert box located on the Web page. Additionally, information concerning Mechanized Disaster Reports can also be found by clicking on the link "Click here for information concerning Disaster Recovery Reports" on the Hurricane Relief page.

BST Disaster Management Plan

AT&T 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 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 The Parties agree that Covad is entitled to order any Unbundled Network Element, Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"). Covad 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 REQUEST

2.1 A Bona Fide Request (BFR) is to be used when Covad makes a request of AT&T to provide a new or modified Unbundled Network Element, Interconnection option, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.

2.2 A BFR shall be submitted in writing by Covad and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. Such a request shall also include Covad's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Covad's designated AT&T Sales contact.

2.3 If AT&T determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T to expend inordinate resources to evaluate the BFR, AT&T shall notify Covad within ten (10) business days of AT&T's receipt of the BFR that a fee will be required prior to the evaluation of the BFR. AT&T will provide an estimate of resources needed to analyze the request. This estimate must accompany the fee request. Covad shall submit such fee within thirty (30) business days of AT&T's notice that a fee is required. Within thirty (30) business days of AT&T's receipt of the fee, AT&T shall respond to Covad by providing a preliminary analysis of such Requested Services that are the subject of the BFR. AT&T will provide Covad a preliminary analysis on the BFR. The analysis will include AT&T's confirmation as to whether it will offer access to the requested service or confirm that it will not offer access to the requested service. If AT&T will offer access to the requested service it will confirm feasibility in providing the requested service. In instances

where AT&T requires developmental costs from Covad, AT&T must provide a detailed budget to represent the cost of development. If the preliminary analysis states that AT&T will not offer the Requested Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested BFR is not of such complexity that it will cause AT&T to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR, AT&T shall respond to Covad. The preliminary analysis shall either confirm that AT&T will offer access to the Requested Services or confirm that AT&T will not offer the Requested Services. If the preliminary analysis states that AT&T will not offer the Requested Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

2.4 Covad may cancel a BFR within ten (10) business days of submission at no cost to Covad. If Covad cancels the request more than ten (10) business days after submitting the BFR, Covad shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

2.5 Covad will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. If Covad fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by any up front cost for the development of a project plan. The development costs, nonrecurring charges, as stated in the preliminary analysis will be agreed upon by both Parties as will the scope of work defining the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). If Covad determines during the developmental phase, to cancel the project, then Covad will provide this to AT&T in writing. A refund of the Development Costs will be determined based on the time and resources expended by AT&T.

2.5.1 AT&T shall propose a price quote and a detailed implementation plan within thirty (30) business days of receipt of Covad's acceptance of the preliminary analysis.

2.5.2 Covad shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price. Upon agreement of the price quote,

Covad will submit any additional nonrecurring charges as quoted in the final price quote.

2.6 Unless Covad agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

2.7 If Covad believes that AT&T's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute. Any such arbitration applicable to Unbundled Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

2.8 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

3.0 NEW BUSINESS REQUEST

3.1 A New Business Request (NBR) is required of AT&T by Covad to make a request of AT&T for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the AT&T network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested Enhanced Services).

3.2 An NBR shall be submitted in writing by Covad and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. The request shall be sent to Covad's designated AT&T Sales contact.

3.3 If AT&T determines that the preliminary analysis of the requested NBR is of such complexity that it will cause AT&T to expend inordinate resources to evaluate the NBR, AT&T shall notify Covad that a fee will be required prior to the evaluation of the NBR. AT&T will provide an estimate of resources needed to analyze the request. This estimate must accompany the fee request. Covad shall submit such fee within ten (10) business days of AT&T's notice that a fee is required. AT&T shall use reasonable efforts to respond to the NBR within (30) business days following AT&T's receipt of the fee by providing a preliminary analysis of such Requested Enhanced Services that are the subject of the NBR. AT&T will provide Covad a preliminary analysis on the NBR. The analysis will include AT&T's confirmation as to whether it will offer access to the

requested service or confirm that it will not offer access to the requested service. If AT&T will offer access to the requested service it will confirm feasibility in providing the requested service. In instances where AT&T requires developmental costs from Covad, AT&T must provide a detailed budget to represent the cost of development. If the preliminary analysis states that AT&T will not offer the Requested Enhanced Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Enhanced Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested NBR is not of such complexity that it will cause AT&T to expend inordinate resources to evaluate the NBR, AT&T will use reasonable efforts to respond to Covad within thirty (30) business days of its receipts of an NBR by providing a preliminary analysis. The preliminary analysis shall either confirm that AT&T will offer access to the Requested Enhanced Services or confirm that AT&T will not offer the Requested Enhanced Services. If the preliminary analysis states that AT&T will not offer the Requested Enhanced Services, AT&T will provide an explanation of why the request will not be offered.

3.4 Covad may cancel an NBR within ten (10) business days after submission at no cost to Covad. If Covad cancels the request more than ten (10) business days after submitting the NBR, Covad shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation.

3.5 Covad will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in Section 3.4. If Covad fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by any up front cost for the development of a project plan. The nonrecurring charges quoted in the preliminary analysis will be reviewed by Covad. The development costs, nonrecurring charges, as stated in the preliminary analysis will be agreed upon by both Parties as will the scope of work defining the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR (Development Costs). If Covad determines during developmental phase, to cancel the project, then Covad will provide this to AT&T in writing. A refund of the Development Costs will be determined based on the time and resources expended by AT&T.

3.5.1 AT&T shall propose a price quote and a detailed implementation plan within thirty (30) business days of receipt of Covad's acceptance of the preliminary analysis.

3.6 Covad shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price. Upon agreement of the price quote, Covad will submit any additional nonrecurring charges as quoted in the final price quote.

3.8 Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.

Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and Covad agree to adhere to AT&T's Operational Understanding which changes will be governed by the AT&T/CLEC User Forum. The Operational Understanding may be accessed via AT&T's Interconnection Website.

2.5.2 If Covad reports a trouble on a AT&T Network Element or resold service and no trouble is found in AT&T's network, AT&T will charge a Maintenance of Service Charge, Trouble Determination Charge, or Trouble Location Charge for any dispatching and testing (both inside and outside the CO) performed by AT&T in order to confirm working status. These latter two charges apply to resold service only. AT&T will assess the applicable Maintenance of Service rates, Trouble Determination Charge, or Trouble Location Charge from the applicable AT&T tariff.

2.5.3 In the event AT&T must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Covad (e.g., incomplete address, incomplete contact name/number, etc.), AT&T will bill Covad for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service rates, Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff. These latter two charges apply to resold services only.

2.6 Billing. AT&T will provide Covad nondiscriminatory access to billing information as specified in Attachment 7.

2.7 Change Management. AT&T and Covad agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces, retirement of interfaces, and changes to the OSS processes. AT&T and Covad agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T's testing environment, and associated manual process improvements. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Covad at AT&T's Interconnection Web site.

2.8 Rates. Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement. To the extent Covad performs OSS functions for AT&T that AT&T performs for Covad, Covad shall bill AT&T for such functions subject to the same rates, terms and conditions that apply to AT&T's charges under this Agreement

2.9 The Commission in some states have ordered per element manual additive nonrecurring charges 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 nonrecurring charges will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

3. MISCELLANEOUS

3.1 Pending Orders. To the extent that either Party submits an LSR with incomplete, incorrect or conflicting information, the other Party will return the LSR to the submitting Party for clarification. The submitting Party shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If the submitting Party does not submit a supplemental LSR within thirty (30) days, the other Party will cancel the original LSR and the submitting Party shall be required to submit a new LSR, with a new PON.

3.2 Single Point of Contact. Covad will be the single point of contact with AT&T for ordering activity for network elements and other services used by Covad to provide services to its End Users, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected End User. Covad and AT&T shall each execute a blanket Letter of Authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, AT&T may disconnect any network element being used by Covad to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T will notify Covad of line loss via the line loss notification procedures as set forth on AT&T's Interconnection web site. Covad may generate orders for services that include multiple partners, i.e., voice partner, data partner, NSP, local municipalities as agreed upon by a Letter of Authorization filed with AT&T.

3.2.1 Neither AT&T nor Covad shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms. AT&T will notify Covad that such a request has been processed but will not be required to notify Covad in advance of such processing.

3.3 Use of Facilities. When a customer of Covad elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to Covad by AT&T. Where AT&T provides local switching, AT&T may disconnect and reuse facilities when the facility is in a denied state and AT&T has received an order to establish new

service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. AT&T will notify Covad of such a request via the line loss notification report

3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where AT&T performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs 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.

3.5.1 When Covad's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to Covad , which has the billing relationship with that End User, and Covad may pass such charge to the End User.

Attachment 7

Billing

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BILLING

1. Payment and Billing Arrangements

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Covad under this Agreement. AT&T will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, AT&T's billing format may change in accordance with applicable industry standards. AT&T will provide Covad sixty (60) business days notice prior to implementation of any systems changes to the CABS/CBOS, CRIS or IBS billing systems that affect billing to Covad.

1.1.1 For any service(s) AT&T receives from Covad, Covad shall bill AT&T in a format agreed upon by both Covad and AT&T.

1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to AT&T.

1.1.3 AT&T will render bills each month on the bill date agreed upon between Covad and AT&T for each of Covad's accounts, provided the bill period is available and there are no problems with a suggested date. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in AT&T's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6. AT&T will correct problems with billing media and work cooperatively with Covad when problems are identified.

1.1.3.1.1 The Parties agree that charges incurred under this Agreement or prior Interconnection Agreements including back billing and billing disputes, are subject to a one (1) year limitations period except in the following instances:

Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;

Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

1.1.3.1.1.1 In any dispute resolution proceeding involving a dispute over the applicable billing limitations period, the Party asserting that the longer period applies shall have the burden of proof for that assertion.

1.1.4 AT&T will bill Covad in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears. In the event that AT&T does not bill the applicable rate, or no rate is established or included in this Agreement for any services provided pursuant to the Agreement, AT&T reserves the right, subject to the limitations set forth in Section 1.1.3.1.1, to back bill Covad for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. In the event of such back-billing, Covad may dispute the accuracy of the back-bill data by following normal dispute procedures. In such event, AT&T will respond accordingly with available data and documentation to support its back-billing initiative.

1.1.4.1 For resold services, charges for services will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill Covad, and Covad will be responsible for and remit to AT&T, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL (End User Common Line) charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.

1.1.5 AT&T will not perform billing and collection services for Covad as a result of the execution of this Agreement.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Covad will provide the appropriate AT&T Local Contract Manager responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbrerviation (ACNA), if applicable, AT&T's blanket form Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Covad may not order services under a new account established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Covad. AT&T will add new circuits to existing accounts instead of creating new BANs where possible.

1.2.1 ACNAs. Covad shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by Covad to order services pursuant to this Agreement and will not be shared by Covad with another entity.

1.2.2 Company Identifiers. If Covad needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Covad has already been conducting business utilizing those Company Identifiers, Covad shall pay the applicable charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, the applicable time required to make system updates to all of Covad's customer records and any other changes to AT&T systems or Covad records, and will be handled in a separately negotiated agreement.

1.2.3 Tax Exemption. It is the responsibility of Covad to provide AT&T with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Covad entity purchasing Services under this Agreement. Upon AT&T's receipt of a properly completed tax exemption certificate, subsequent billings to Covad will not include those taxes or fees from which Covad is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and Covad shall pay all applicable taxes and fees. In the event that Covad believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T's receipt of a properly completed exemption certificate, AT&T shall assign to Covad its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from Covad and at Covad's sole expense, pursue such refund claim on behalf of Covad, provided that Covad promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim. Covad shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Covad to its customers.

1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T's request, Covad shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding Covad's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding Covad's credit and financial condition, AT&T reserves the right to require Covad to provide AT&T with a suitable form of security deposit for Covad's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or Covad's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously

requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Covad's "accounts receivables and proceeds".

1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (AT&T form), Surety Bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by Covad. Any such security deposit shall in no way release Covad from its obligation to make complete and timely payments of its bill(s). If AT&T requires Covad to provide a security deposit, Covad shall provide such security deposit prior to the inauguration of service or within thirty (30) days of AT&T's request, as applicable. Deposit request notices will be sent to Covad via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.

1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Covad has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Covad or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Covad and AT&T shall agree on a level of estimated billings based on all relevant information.

1.3.3 In the event Covad fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Covad may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to Covad's final bill for its account(s).

1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Covad as security under this Agreement, Covad shall renew such letter of credit or provide AT&T with evidence that Covad has obtained a suitable replacement for the letter of credit. If Covad fails to comply with the foregoing, AT&T shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Covad accounts(s). If Covad provides a security deposit or additional security deposit in the form of a surety bond as required herein, Covad shall renew the surety bond or provide AT&T with evidence that Covad has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Covad fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Covad's

account(s). If the credit rating of any bonding company that has provided Covad with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to Covad that Covad must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If Covad fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Covad's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Covad as security hereunder if Covad defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

1.3.4 AT&T will, upon written request from Covad, review Covad's credit and financial worthiness and return or reduce the deposit if the review determines that Covad is not a risk. Covad may initiate via written notification to AT&T an exchange of cash on deposit with AT&T with another form of security on the account. Such security deposit shall take the form of an Irrevocable Letter of Credit (AT&T form), Surety Bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by Covad.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Covad. Covad shall pay invoices by utilizing wire transfer services or automatic clearing house services. Covad shall make payment to AT&T for all services billed. AT&T will not become involved in billing disputes that may arise between Covad and Covad's customer.

1.4.1 Payment Due. AT&T shall send to Covad within ten (10) business days of the bill date the entire bill in electronic or paper form, unless other wise agreed to by the Parties. If the paper form of the bill is not received within 10 business days of the bill date, Covad shall notify AT&T and the Parties will negotiate a payment due date. With the exception of the above rule, payment for services provided by AT&T, excluding disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment is received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to Covad's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. For amounts Covad disputes in good faith, Covad may elect to either pay the total amount owed under notice of protest, or withhold the disputed amount. Payment by Covad will not be deemed a waiver of the dispute.

1.4.1.1 AT&T will provide Covad with bill detail, including but not limited to itemization of all charges by USOC for each circuit for which Covad is being billed, sufficient

to permit Covad to validate the billing. If AT&T fails to provide this information, Covad must request the information from AT&T. Covad will also file a Billing Dispute in order to withhold payment and/or suspend late payment charges while such Dispute is being resolved. In the event that the Dispute is resolved in AT&T's favor, all billed late payment charges shall become due. When a rate discrepancy has been identified by Covad and confirmed by AT&T, AT&T will make every effort to correct the billing within 30 days of the confirmation of the billing error.

1.4.1.2 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.3, below, shall apply.

1.4.1.3 Late Payment. If any portion of the payment excluding disputed amounts is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received excluding disputed amounts and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, Covad may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.

1.5 Discontinuing Service to Covad. AT&T will not cease providing services or UNEs ordered by Covad, nor will AT&T terminate the Parties' Agreement, based upon Covad's right to withhold payments for charges disputed in good faith. The procedures for discontinuing service to Covad are as follows:

1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed

Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.

1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by Covad of the applicable rules and regulations of AT&T's tariffs. AT&T shall notify Covad via the Notices section of the General Terms and Conditions and provide Covad reasonable time to cure dependent on the severity of the violation; however, where time is not of the essence Covad will have ten (10) days to cure the said violation or noncompliance before taking any action to suspend, discontinue or terminate Covad's account.

1.5.3 Suspension. If payment of amounts due not subject to a billing dispute as described herein is not received by the bill date in the month after the original bill date, or thirty (30) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to Covad that services will be Suspended if payment of such amounts, and all other amounts not in dispute that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4 above, or in the case of a security deposit request, in the manner set forth in Section 1.3 above, within fifteen (15) days following such notice.

1.5.3.1 The Suspension notice shall also provide that all past due charges except for disputed charges for CRIS and IBS billed services, and all other amounts except for disputed charges that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.

1.5.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges except for disputed charges for CABS billed Services, and all other amounts except for disputed charges that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.

1.5.4 Discontinuance. If payment of amounts due except for disputed charges as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may Discontinue the provision of existing services to Covad if payment of such amounts except for disputed charges, and all other amounts except for disputed charges that become past due before Discontinuance, including requested security deposits, is not received by

wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4 above or in the case of a deposit in accordance with Section 1.3 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.

1.5.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Covad has not paid all amounts except for disputed charges due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) AT&T has sent the subject bill(s) to Covad within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:

i. in paper or CDROM form via the United States Postal Service (USPS), or
ii. in magnetic tape form via overnight delivery, or
iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to Covad, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.4.2 In the case of Discontinuance of services, all billed charges except for disputed charges, as well as applicable disconnect charges, shall become due.

1.5.4.3 Covad is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after Covad's services have been Discontinued, Covad pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for Covad.

1.5.5 Termination. If within thirty (30) days after Covad's service has been Discontinued and Covad has failed to pay all past due charges except for disputed charges as described above, then Covad's service will be Terminated.

2. Billing Disputes

2.1 The Parties shall electronically submit all billing disputes to each other utilizing email or other electronic method upon agreement. The Parties will utilize AT&T's RF-1461 form or another format mutually agreed upon. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of

the notification date. AT&T will acknowledge receipt of a billing dispute within forty-eight (48) hours of receipt. AT&T will provide a load notification within a reasonable period providing the claim number assigned to the billing dispute.

2.1.1 If AT&T denies Covad's claim, AT&T's denial will be accompanied by information and justification to permit Covad to accept or escalate the denial of the claim. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if Covad is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by Covad by such sixtieth (60^{th}) day, Covad will pursue the escalation process as outlined in Section 2.1.1.1 below.

2.1.1.1 If no dispute resolution has been received within sixty (60) days of the dispute notification date, Covad will contact AT&T's designated first level of escalation. That first level of escalation will commit to resolve the dispute within an interval that is mutually agreed upon.

2.1.1.2 If Covad receives a dispute resolution, but is not satisfied with AT&T's dispute resolution, Covad will initially contact AT&T's representative who prepared the dispute response. After review of the dispute with that representative, if Covad elects to pursue the dispute, they must utilize the Billing Dispute Escalation Matrix, set forth on AT&T's Interconnection Services Web site. Covad will escalate disputes within five (5) days of denial or partial denial by AT&T.

2.1.1.3 At each level of escalation, AT&T's designated escalation contact will commit to respond to Covad's escalation within an interval that is mutually agreeable. If that commitment is not met, or if the response from that level of escalation does not satisfy Covad, if Covad elects to pursue the dispute, they must immediately escalate to AT&T's next highest level of escalation. If Covad does not elect to pursue the dispute by utilizing the escalation process, AT&T's resolution will be considered as accepted by Covad and the dispute will be closed.

2.1.1.4 If after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by AT&T, within the limitations period as defined in Section 1.1.3.1.1 herein. The billing dispute must be clearly explained by Covad and supported by written documentation, which clearly shows the basis for disputing charges. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by Covad for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of Covad, any credits and applicable

late payment charges to Covad as a result therof shall be applied to Covad's account by AT&T upon resolution of the billing dispute or within thirty (30) days. AT&T will notify Covad of the BAN to which the credit will be applied and the invoice on which the credit will appear. AT&T will reference the claim number on invoice when credit is issued for disputes. If the billing dispute is resolved in favor of AT&T, Covad will pay any charges that were withheld, including applicable late payment charges within (30) thirty days.

3. RAO Hosting

3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies (Telcordia) used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.

3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (Indirect Participants).

3.3 RAO Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e., billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the customer's bill is the Billing Company

3.5 The NICS is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to

another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T's territory.

3.6 RAO Hosting, CATS and NICS services provided to Covad by AT&T will be in accordance with the methods and practices regularly applied by AT&T to its own operations during the term of this Agreement, including such revisions as may be made from time to time by AT&T.

3.7 Covad shall furnish all relevant information required by AT&T for the provision of RAO Hosting, CATS and NICS.

3.8 Charges or credits, as applicable, will be applied by AT&T to Covad on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.

3.9 Covad must have its own unique hosted RAO code. Where AT&T is the selected CMDS interfacing host, Covad must request that AT&T establish a unique hosted RAO code for Covad. Such request shall be in writing to the AT&T RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

3.10 AT&T will receive messages from Covad that are to be processed by AT&T, another Local Exchange Carrier (LEC) in the AT&T region or a LEC outside the AT&T region. Covad shall send all messages to AT&T no later than sixty (60) days after the message date.

3.11 AT&T 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 Covad.

3.12 All data received from Covad that is to be processed or billed by another LEC within the AT&T region will be distributed to that LEC in accordance with the Agreement(s) in effect between AT&T and the involved LEC.

3.13 All data received from Covad that is to be placed on the CMDS network for distribution outside the AT&T region will be handled in accordance with the agreement(s) in effect between AT&T and its connecting contractor.

3.14 AT&T will receive messages from the CMDS network that are destined to be processed by Covad and will forward them to Covad on a daily basis for processing.

3.15 Transmission of message data between AT&T and Covad will be distributed via FTP mailbox. 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. If AT&T determines the Secure FTP Mailbox is nearing capacity levels, AT&T may move Covad to CONNECT:Direct file delivery.

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

3.15.2 If Covad utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Covad.

3.16 All messages and related data exchanged between AT&T and Covad will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

3.17 Covad will maintain recorded message detail necessary to recreate files provided to AT&T for a period of three (3) calendar months beyond the related message dates.

3.18 Should it become necessary for Covad to send data to AT&T more than sixty (60) days past the message date(s), Covad will notify AT&T in advance of the transmission of the data. AT&T will work with its connecting contractor and/or Covad, where necessary, to notify all affected LECs.

3.19 In the event that data to be exchanged between the two (2) Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.

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

3.21 In association with message distribution service, AT&T will provide Covad with associated intercompany settlements reports (CATS and NICS) as appropriate.

3.22 Notwithstanding anything in this Agreement to the contrary, 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 Section 3.

3.23 Intercompany Settlements Messages

3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Covad as a facilities based provider of local exchange Telecommunications Services.

3.23.2 AT&T will receive the monthly NICS and CATS reports from Telcordia on behalf of Covad and will distribute copies of these reports to Covad on a monthly basis.

3.23.3 Through CATS, AT&T will collect the revenue earned by Covad from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents ($0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Covad. AT&T will remit the revenue billed by Covad to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Covad. These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to Covad via a CABS miscellaneous bill on a monthly basis in arrears.

3.23.4 Through NICS, AT&T will collect the revenue earned by Covad within the AT&T territory from another LEC also within the AT&T territory where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of Covad. AT&T will remit the revenue billed by Covad within the AT&T region to the LEC also within the AT&T region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to Covad via a CABS miscellaneous bill on a monthly basis in arrears.

3.23.5 AT&T and Covad agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

3.24 Rates. Rates for CMDS are as set forth in Exhibit A. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable AT&T 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

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with AT&T's Competitive Structure Provisioning Center.

Attachment 9

Service Quality Measurements

SERVICE QUALITY MEASUREMENTS

Upon a particular Commission's issuance of an order pertaining to Service Quality Measurements in a proceeding expressly applicable to all CLECs generally, AT&T shall implement in that state such Service Quality Measurements as of the date specified by the Commission. Service Quality Measurements that have been ordered in a particular state can currently be accessed via the internet at http://pmap.AT&T.com. AT&T will provide electronic access to Service Quality Measurement data.

Attachment 10

AT&T Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects AT&T's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available on AT&T's Interconnection Services Web site. 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 AT&T Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T'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.

AT&T'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 AT&T's 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 AT&T 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, AT&T 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 AT&T 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 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 and 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 ensure 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 ECC

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. 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 AT&T'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 involved 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 AT&T will proceed with restoration is whether or not AT&T's equipment is incapacitated. Regardless of whose equipment is out of service, AT&T 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), AT&T has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 AT&T OUTAGE

Because AT&T's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T 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 AT&T'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 CO 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 AT&T'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 CO

When AT&T loses a CO, 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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency.

5.2.2 Loss of a CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When AT&T loses a CO 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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency;

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.)

5.2.4 Loss of a Facility Hub

In the event that AT&T 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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency; and

e) If necessary, AT&T 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 AT&T EQUIPMENT)

In some instances, a disaster may impact AT&T'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 AT&T 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, AT&T 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, AT&T may be forced to "package" this traffic entirely differently than 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

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (AT&T)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (AT&T)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (AT&T switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, AT&T will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout AT&T 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 AT&T's Interconnection Web site by clicking on the link "Relief Information" in the special alert box located on the Web page. Additionally, information concerning Mechanized Disaster Reports can also be found by clicking on the link "Click here for information concerning Disaster Recovery Reports" on the Hurricane Relief page.

BST Disaster Management Plan

AT&T 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 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 The Parties agree that Covad is entitled to order any Unbundled Network Element, Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"). Covad 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 REQUEST

2.1 A Bona Fide Request (BFR) is to be used when Covad makes a request of AT&T to provide a new or modified Unbundled Network Element, Interconnection option, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.

2.2 A BFR shall be submitted in writing by Covad and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. Such a request shall also include Covad's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Covad's designated AT&T Sales contact.

2.3 If AT&T determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T to expend inordinate resources to evaluate the BFR, AT&T shall notify Covad within ten (10) business days of AT&T's receipt of the BFR that a fee will be required prior to the evaluation of the BFR. AT&T will provide an estimate of resources needed to analyze the request. This estimate must accompany the fee request. Covad shall submit such fee within thirty (30) business days of AT&T's notice that a fee is required. Within thirty (30) business days of AT&T's receipt of the fee, AT&T shall respond to Covad by providing a preliminary analysis of such Requested Services that are the subject of the BFR. AT&T will provide Covad a preliminary analysis on the BFR. The analysis will include AT&T's confirmation as to whether it will offer access to the requested service or confirm that it will not offer access to the requested service. If AT&T will offer access to the requested service it will confirm feasibility in providing the requested service. In instances

where AT&T requires developmental costs from Covad, AT&T must provide a detailed budget to represent the cost of development. If the preliminary analysis states that AT&T will not offer the Requested Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested BFR is not of such complexity that it will cause AT&T to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR, AT&T shall respond to Covad. The preliminary analysis shall either confirm that AT&T will offer access to the Requested Services or confirm that AT&T will not offer the Requested Services. If the preliminary analysis states that AT&T will not offer the Requested Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

2.4 Covad may cancel a BFR within ten (10) business days of submission at no cost to Covad. If Covad cancels the request more than ten (10) business days after submitting the BFR, Covad shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

2.5 Covad will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. If Covad fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by any up front cost for the development of a project plan. The development costs, nonrecurring charges, as stated in the preliminary analysis will be agreed upon by both Parties as will the scope of work defining the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). If Covad determines during the developmental phase, to cancel the project, then Covad will provide this to AT&T in writing. A refund of the Development Costs will be determined based on the time and resources expended by AT&T.

2.5.1 AT&T shall propose a price quote and a detailed implementation plan within thirty (30) business days of receipt of Covad's acceptance of the preliminary analysis.

2.5.2 Covad shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price. Upon agreement of the price quote,

Covad will submit any additional nonrecurring charges as quoted in the final price quote.

2.6 Unless Covad agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

2.7 If Covad believes that AT&T's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute. Any such arbitration applicable to Unbundled Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

2.8 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

3.0 NEW BUSINESS REQUEST

3.1 A New Business Request (NBR) is required of AT&T by Covad to make a request of AT&T for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the AT&T network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested Enhanced Services).

3.2 An NBR shall be submitted in writing by Covad and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. The request shall be sent to Covad's designated AT&T Sales contact.

3.3 If AT&T determines that the preliminary analysis of the requested NBR is of such complexity that it will cause AT&T to expend inordinate resources to evaluate the NBR, AT&T shall notify Covad that a fee will be required prior to the evaluation of the NBR. AT&T will provide an estimate of resources needed to analyze the request. This estimate must accompany the fee request. Covad shall submit such fee within ten (10) business days of AT&T's notice that a fee is required. AT&T shall use reasonable efforts to respond to the NBR within (30) business days following AT&T's receipt of the fee by providing a preliminary analysis of such Requested Enhanced Services that are the subject of the NBR. AT&T will provide Covad a preliminary analysis on the NBR. The analysis will include AT&T's confirmation as to whether it will offer access to the

requested service or confirm that it will not offer access to the requested service. If AT&T will offer access to the requested service it will confirm feasibility in providing the requested service. In instances where AT&T requires developmental costs from Covad, AT&T must provide a detailed budget to represent the cost of development. If the preliminary analysis states that AT&T will not offer the Requested Enhanced Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Enhanced Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested NBR is not of such complexity that it will cause AT&T to expend inordinate resources to evaluate the NBR, AT&T will use reasonable efforts to respond to Covad within thirty (30) business days of its receipts of an NBR by providing a preliminary analysis. The preliminary analysis shall either confirm that AT&T will offer access to the Requested Enhanced Services or confirm that AT&T will not offer the Requested Enhanced Services. If the preliminary analysis states that AT&T will not offer the Requested Enhanced Services, AT&T will provide an explanation of why the request will not be offered.

3.4 Covad may cancel an NBR within ten (10) business days after submission at no cost to Covad. If Covad cancels the request more than ten (10) business days after submitting the NBR, Covad shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation.

3.5 Covad will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in Section 3.4. If Covad fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by any up front cost for the development of a project plan. The nonrecurring charges quoted in the preliminary analysis will be reviewed by Covad. The development costs, nonrecurring charges, as stated in the preliminary analysis will be agreed upon by both Parties as will the scope of work defining the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR (Development Costs). If Covad determines during developmental phase, to cancel the project, then Covad will provide this to AT&T in writing. A refund of the Development Costs will be determined based on the time and resources expended by AT&T.

3.5.1 AT&T shall propose a price quote and a detailed implementation plan within thirty (30) business days of receipt of Covad's acceptance of the preliminary analysis.

3.6 Covad shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price. Upon agreement of the price quote, Covad will submit any additional nonrecurring charges as quoted in the final price quote.

3.8 Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.