

BELLSOUTH® / CLEC Agreement

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By and Between
BellSouth Telecommunications, Inc.
And
DIECA Communications, Inc.

**Agreement Between
BellSouth Telecommunications Inc.
And
DIECA Communications, Inc. d/b/a Covad Communications Company**

This Agreement (the "Agreement") is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA"), a California corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or DIECA or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, DIECA is a competitive local exchange carrier authorized to provide telecommunications services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana (TSP00340), Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, BellSouth and DIECA have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement ("New Agreement") to replace the existing interconnection agreement between the Parties, which expired on November 30, 2000, ("Expired Agreement"); and

WHEREAS, until such time as the Parties execute the New Agreement, BellSouth and DIECA shall continue to operate under the rates, terms and conditions of the Expired Agreements; and

WHEREAS, BellSouth and DIECA are currently involved in an arbitration proceeding (the "Arbitration") before the Florida and Georgia Public Services Commissions ("PSCs") and the Tennessee Regulatory Authority (TRA) to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, DIECA desires access to incorporate rates, terms and conditions for Unbundled Copper Loop-Non Designed (UCL-ND) set forth in a settlement agreement accepted by the Georgia Public Service Commission ("PSC") in Docket Number 11900-U on April 3, 2001 ("Settlement Agreement"); and

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which

1. Attachment 2 of the Expired Agreement is hereby amended to include the terms and conditions for UCL-ND as set forth below:
 - 1.1 The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.
 - 1.2 The UCL-ND will be provisioned according to the specifications for the UCL-ND set forth in BellSouth's TR73600.
 - 1.3 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, DIECA can request Loop Make Up for which additional charges would apply.
 - 1.4 Since this loop is not provisioned with a test point, BellSouth is unable to perform remote testing on the UCL-ND. Accordingly, DIECA agrees to: (i) test and isolate trouble to the BellSouth portion of the UCL-ND before reporting a trouble to BellSouth; (ii) provide the results of such testing when reporting a trouble to BellSouth; and (iii) pay the costs of a BellSouth dispatch if DIECA reports a trouble on the UCL-ND and no trouble is found on BellSouth's portion of the UCL-ND.
 - 1.5 BellSouth will perform continuity validation on UCL-ND loops which require a dispatch to provision prior to order completion.
 - 1.6 At an additional charge, BellSouth also will make available Loop Testing so that DIECA may request further testing on the UCL-ND. The rates for Loop Testing are as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The Loop Testing rates in

Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee are interim subject to retroactive true-up once the public service commissions in those states establish Loop Testing rates.

- 1.7 UCL-ND loops are not intended to support any particular service and may be utilized by DIECA to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND 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.
 - 1.8 The UCL-ND will be delivered to DIECA's collocation space via a cross-connect. This cross-connect element will be provisioned as a part of BellSouth's Collocation offering.
 - 1.9 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth's facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.
 - 1.10 DIECA may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.
 - 1.11 The provisioning interval for the UCL-ND will be listed in BellSouth's Interval Guide.
 - 1.12 Cancellation and Expedite charges may be applied according the terms and conditions of DIECA's interconnection agreement.
 - 1.13 When BellSouth provisions a UCL-ND, BellSouth will take necessary steps to identify the pair as an xDSL compatible loop. As such, when making modifications to its network, BellSouth will maintain the same specified physical characteristics of the UCL-ND in accordance with TR 73600 until the loop is disconnected by the CLEC or the end-user.
2. Those rates, terms and conditions in the Settlement Agreement accepted by the Georgia PSC in Docket No. 11900-U for UCL-ND are as set forth in Exhibit 1-GA attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Georgia are interim subject to retroactive true-up once the Georgia PSC establishes permanent rates for the UCL-ND.

3. The UCL-ND will be made available in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina at the rates as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, and Exhibit 1-SC attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina are interim subject to retroactive true-up once the public service commissions in those states establish recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 unbundled loop, which shall be used as a surrogate for the UCL-ND. The SL-1 rates will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.
4. The UCL-ND will be made available in North Carolina and Tennessee using the commission-approved rates for the SL-1 loop as a surrogate as set forth in Exhibit 1-NC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 loop will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.
5. The rates for each state in Exhibit 1 of Attachment 11 of the Expired Agreement are hereby amended to include the rates and rate elements for UCL-ND as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto.
6. Any rate in the Expired Agreement that is not expressly replaced by the rates set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN as described in paragraphs 2, 3 and 4 above shall remain in full force and effect in accordance with the terms of the Expired Agreement.
7. The Parties agree that all of the other provisions of the Interconnection Agreement, dated December 1, 1998, shall remain in full force and effect.
8. The Parties further agree that either or both of the Parties is authorized to submit this Agreement to the applicable PSC or other regulatory body having jurisdiction over the subject matter of this

Agreement, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the data indicated below.

BellSouth Telecommunications, Inc.

DIECA Communications, Inc.

Original Signature on File
Signature

Original Signature on File
Signature

C. W. Boltz
Name

Dhruv Khanna
Name

Managing Director
Title

EVP-CC
Title

5/30/01
Date

5/9/01
Date

General Terms and Conditions

1. Purpose

This Agreement sets forth the terms and conditions under which DIECA will obtain services and unbundled network elements from BellSouth to provide telecommunications services to DIECA customers within the territory of BellSouth. BellSouth will provide DIECA with the functionalities of unbundled network elements so that DIECA can provide any telecommunications service that can be offered by means of the unbundled elements as described in BellSouth's technical references in Attachment 2 of the Expired Agreement.

2. Term of the Agreement

- 2.1 This Agreement shall remain in effect for one year or until such time as the Parties execute the New Agreement, whichever occurs first.
- 2.2 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the Defaulting Party in writing of the event of the alleged default and the Defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined as:
- a. Either Party's material breach of any of the terms or conditions hereof;
or
 - b. Either Party's insolvency or initiation of bankruptcy of receivership proceedings by or against the Party.

3. Ordering Procedures

- 3.1 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.
- 3.2 BellSouth has developed electronic systems for placing most resale and some UNE orders as specified in the Ordering Guides. BellSouth has developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charge for Operational Support Systems (OSS) shall be as set forth in this agreement in Exhibit A of Attachment 1 and in Exhibit C of Attachment 2.

- 3.3 BellSouth shall provide to DIECA a list of telephone numbers where the service presently provided to said telephone number is through a loop with no load coils, bridge taps, and is within 18,000 feet of the serving central office (hereinafter "Bulk List") for each metropolitan area (hereinafter "Metro") where BellSouth has offered its ADSL service pursuant to FCC tariff. The offering of the Bulk List to DIECA is the same offering, under the same terms and conditions, of the Bulk List provided to subscribers to BellSouth's ADSL service. Said Bulk Lists shall be provided under the following terms and conditions:
- 3.3.1 BellSouth shall make the Bulk Lists for each Metro available on a one-time basis.
- 3.3.2 BellSouth makes no claim as to the accuracy of completeness of the Bulk List.
- 3.3.3 DIECA is responsible for acting within the local, state, and federal law in its use of the Bulk List, and agrees to utilize the Bulk List only for the purpose of pre-qualifying an end user's eligibility for an ADSL capable loop. Further, DIECA will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of BellSouth.
- 3.3.4 DIECA will indemnify, defend, and hold harmless BellSouth and any of its licensors, employees, or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to use of the Bulk List by DIECA.
- 3.3.5 DIECA acknowledges and agrees to BellSouth's right to revoke and terminate the use of the Bulk List by DIECA where BellSouth has discontinued providing said Bulk List to its subscribers of xDSL service or where DIECA has violated the provisions of this section 3.3 BellSouth shall exercise this right of revocation and/or termination at any time during the term of this Agreement and by written notice to DIECA. In such event, DIECA shall immediately destroy or return all copies and/or components of the Bulk List within forty-eight (48) hours of receipt of BellSouth's notice of revocation and termination.

4. Parity

The services and service provisioning that BellSouth provides DIECA for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide DIECA with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable

DIECA to provide equivalent levels of customer service to its customers and end users as BellSouth provides to its own, customers and end users. BellSouth shall also provide DIECA with unbundled network elements, and access to those elements and pre-ordering information, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other telecommunications carrier. BellSouth will provide number portability to DIECA and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

BellSouth shall provide DIECA and its customers access to white pages directory listings under the following terms:

- 5.1 Listings. BellSouth or its agent will include DIECA residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between DIECA and BellSouth subscribers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to DIECA or its subscribers provided that DIECA provides subscriber listing information to BellSouth at no charge.
- 5.3 Procedures for Submitting DIECA Subscriber Information. BellSouth will provide to DIECA a magnetic tape or computer disk containing the proper format for submitting subscriber listings. DIECA will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.
- 5.4 Unlisted Subscribers. DIECA will be required to provide to BellSouth the names, addresses and telephone numbers of all DIECA customers that wish to be omitted from directories.
- 5.5 Inclusion of DIECA Customers in Directory Assistance Database. BellSouth will include and maintain DIECA subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and DIECA will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord DIECA's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to

DIECA's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to DIECA subscribers at no charge.

6. Bona Fide Request/New Business Request Process for Further Unbundling

BellSouth shall, upon request of DIECA, provide to DIECA access to its unbundled elements at any technically feasible point for the provision of DIECA's telecommunications service where such access is necessary such that failure to provide access would impair the ability of DIECA to provide services that it seeks to offer. Any request by DIECA for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 9 of the Expired Agreement.

7. Liability and Indemnification

- 7.1 Liability Cap.
- 7.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by DIECA, any DIECA customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by DIECA, any DIECA customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by DIECA resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
- 7.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other

- person or entity, for damages associated with any of the services provided by DIECA 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, DIECA's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of DIECA and claims for damages by BellSouth resulting from the failure of DIECA to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
- 7.2 Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.
- 7.3 Neither party shall be liable for damages to the other party's terminal location, Interconnection Point or the other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such party's gross negligence or willful misconduct.
- 7.4 Notwithstanding subsection A of this Section, 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 customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying 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 supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 8, relating to intellectual property infringement.

- 7.5 Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A of this Section, 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.
- 7.6 Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Section, such party (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 requests for assistance or information relating to such claim, at the Indemnifying Party's expenses. 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.
- 7.7 Both parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law, and may at their own cost and expense purchase insurance of self-insure 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.

8. Intellectual Property Rights and Indemnification

- 8.1 No License. Other than any implied licenses granted by BellSouth to DIECA for access gateways to BellSouth's operational support systems and as set forth in Section 8.2, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any of the other Party's name, service marks or trademarks.
- 8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for DIECA to use any of BellSouth's facilities or equipment (including software) or to receive any service from BellSouth 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 or shall be implied or arise by estoppel. It is the responsibility of BellSouth to ensure at no additional cost to DIECA that BellSouth has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable DIECA to use any BellSouth facilities or equipment (including software), to receive any service from BellSouth, or to perform its respective obligations under this Agreement.
- 8.3 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 and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.
- 8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event 8.4.1 or 8.4.2 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.
- 8.5 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.

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

9. Treatment of Proprietary and Confidential Information

- 9.1 Confidential Information. It may be necessary for BellSouth and DIECA to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and DIECA shall receive such Information and not disclose such Information. BellSouth and DIECA shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and DIECA with a need to know such Information. (No BellSouth employee associated with the provision of any retail xDSL service by BellSouth or its subsidiaries and affiliates has a need to know any confidential information provided by DIECA.) BellSouth and DIECA will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- 9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or DIECA to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or DIECA; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. **Assignments**

Any assignment by either Party to any non-affiliated 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. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. 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 of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may 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.

12. **Taxes**

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

12.2 **Taxes and Fees Imposed Directly On Either Seller or Purchaser.**

12.2.1 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.

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

- 12.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.
- 12.3.1 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.
- 12.3.2 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.
- 12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 12.3.4 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.
- 12.3.5 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.
- 12.3.6 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.

- 12.3.7 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.
- 12.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.
- 12.4.1 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.
- 12.4.2 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.
- 12.4.3 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.
- 12.4.4 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.
- 12.4.5 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.

- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.7 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.
- 12.5 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.

13. Force Majeure

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

14. Year 2000 Compliance

Each party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively

called “Systems”) delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicity formulas and date values, and date data interface values that reflect the century.

15. Modification of Agreement

- 15.1 BellSouth shall make available to DIECA any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 as controlled by the appropriate court of judicial review. The adopted agreement shall apply to the same states as such other agreement and for the identical term.
- 15.2 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.
- 15.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 15.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of DIECA or BellSouth to perform any material terms of this Agreement, DIECA or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.
- 15.5 BellSouth and DIECA agree that the terms and conditions of this Agreement were agreed to in order to effectuate the legal requirements in effect at the time the Agreement was negotiated and executed. In the event that the FCC in its proceeding relating to Section 706 of the Telecommunications Act (“the 706 Proceeding”) issues an order adopting rules or regulations that modify such legal requirements, to the extent that

the effective date of said Order is not stayed, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable Dispute Resolution procedures set forth herein this Agreement. If, as a result of any further administrative or judicial proceedings, the FCC or a court of competent jurisdiction vacates or modifies, or otherwise changes the rules, regulations or requirement adopted in the 706 Proceeding, the Parties will, within 30 days, further modify this Agreement to comply with such vacation, modification or changes.

- 15.6 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 effective 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.

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

17. Governing Law

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

18. Arm's Length Negotiations

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

19. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

Dhruv Khanna
Executive Vice President and General Counsel
Covad Communications Company
4250 Burton Drive
Santa Clara, CA 95054

and

Catherine F. Boone
Regional Counsel
Covad Communications Company
10 Glenlake Parkway, Suite 650
Atlanta, GA 30328

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

- 19.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 19.3 BellSouth shall provide DIECA 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies DIECA of changes under this Agreement and the time

the changes are scheduled to be implemented, BellSouth will immediately notify DIECA of such revisions consistent with its internal notification process. DIECA may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. DIECA may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

20. Rule of Construction

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

21. 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.

22. Multiple Counterparts

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

23. Implementation of Agreement

Within 60 days of the execution of this Agreement, the parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 12 of this Agreement.

24. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party

shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

Unbundled Network Elements
ALABAMA

UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES						
					Nonrecurring		Nonrecurring		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	First	Add'l	First							Add'l	Disconnect
					SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-Wire Unbundled Copper Loop - Non Designed																
2-Wire Unbundled Copper Loop - Non Designed - Zone 1	I	1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$27.37	\$12.97			
2-Wire Unbundled Copper Loop - Non Designed - Zone 2	I	2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$27.37	\$12.97			
2-Wire Unbundled Copper Loop - Non Designed - Zone 3	I	3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$27.37	\$12.97			
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$51.29	\$51.29									
Engineering Information Document	I		UEQ			\$28.75	\$28.75									
Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92									
Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33									
Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99									
Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31									
Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04									
Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28									

Unbundled Network Elements
FLORIDA

UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES							
					Nonrecurring		Nonrecurring		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	First	Add'l	First							Add'l	SOMECS	SOMAN
					Disconnect												
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-Wire Unbundled Copper Loop - Non Designed																	
2-Wire Unbundled Copper Loop - Non Designed - Zone 1	I	1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50	\$19.99						
2-Wire Unbundled Copper Loop - Non Designed - Zone 2	I	2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50	\$19.99						
2-Wire Unbundled Copper Loop - Non Designed - Zone 3	I	3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50	\$19.99						
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$16.31	\$16.31										
Engineering Information Document	I		UEQ			\$28.77	\$28.77										
Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92										
Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33										
Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99										
Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31										
Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04										
Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28										

Unbundled Network Elements
GEORGIA

UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES												
					Nonrecurring		Nonrecurring		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	First	Add'l	First							Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN		
					Nonrecurring		Disconnect															
UNBUNDLED EXCHANGE ACCESS LOOP																						
2-Wire Unbundled Copper Loop - Non Designed																						
2-Wire Unbundled Copper Loop - Non Designed - Zone 1	I	1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$18.94	\$8.42									
2-Wire Unbundled Copper Loop - Non Designed - Zone 2	I	2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$18.94	\$8.42									
2-Wire Unbundled Copper Loop - Non Designed - Zone 3	I	3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$18.94	\$8.42									
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$36.46	\$36.46															
Engineering Information Document	I		UEQ			\$28.72	\$28.72															
Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92															
Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33															
Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99															
Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31															
Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04															
Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28															

Unbundled Network Elements
KENTUCKY

UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES												
					Nonrecurring		Nonrecurring		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	First	Add'l	First							Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
					Rec	First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN							
UNBUNDLED EXCHANGE ACCESS LOOP																						
2-Wire Unbundled Copper Loop - Non Designed																						
2-Wire Unbundled Copper Loop - Non Designed - Zone 1	I	1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50	\$19.99											
2-Wire Unbundled Copper Loop - Non Designed - Zone 2	I	2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50	\$19.99											
2-Wire Unbundled Copper Loop - Non Designed - Zone 3	I	3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50	\$19.99											
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$16.31	\$16.31															
Engineering Information Document	I		UEQ			\$28.76	\$28.76															
Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92															
Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33															
Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99															
Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31															
Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04															
Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28															

Unbundled Network Elements
LOUISIANA

UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
					Nonrecurring		Disconnect			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	First	Add'l	First	Add'l						
					SOME C	SOMA N	SOMA N	SOMA N	SOMA N	SOMA N					
UNBUNDLED EXCHANGE ACCESS LOOP															
2-Wire Unbundled Copper Loop - Non Designed															
2-Wire Unbundled Copper Loop - Non Designed - Zone 1	I	1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$18.14	\$8.06		
2-Wire Unbundled Copper Loop - Non Designed - Zone 2	I	2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$18.14	\$8.06		
2-Wire Unbundled Copper Loop - Non Designed - Zone 3	I	3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$18.14	\$8.06		
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$34.90	\$34.90								
Engineering Information Document	I		UEQ			\$28.72	\$28.72								
Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92								
Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33								
Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99								
Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31								
Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04								
Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28								

Unbundled Network Elements
MISSISSIPPI

UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES													
					Nonrecurring		Nonrecurring		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	First	Add'l	First							Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
					Disconnect		Disconnect		Disconnect		Disconnect		Disconnect		Disconnect								
UNBUNDLED EXCHANGE ACCESS LOOP																							
2-Wire Unbundled Copper Loop - Non Designed																							
2-Wire Unbundled Copper Loop - Non Designed - Zone 1	I	1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$25.52	\$11.34										
2-Wire Unbundled Copper Loop - Non Designed - Zone 2	I	2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$25.52	\$11.34										
2-Wire Unbundled Copper Loop - Non Designed - Zone 3	I	3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$25.52	\$11.34										
2-Wire Unbundled Copper Loop - Non Designed - Zone 4	I	4	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$25.52	\$11.34										
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$50.29	\$50.29																
Engineering Information Document	I		UEQ			\$28.72	\$28.72																
Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92																
Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33																
Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99																
Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31																
Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04																
Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28																

Unbundled Network Elements
NORTH CAROLINA

UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES					
					Nonrecurrent		Nonrecurrent		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	First	Add'l	First						
					Disconnect	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
UNBUNDLED EXCHANGE ACCESS LOOP														
2-Wire Unbundled Copper Loop - Non Designed														
2-Wire Unbundled Copper Loop - Non Designed - Statewide	I	sw	UEQ	UEQ2X	\$15.88	\$57.99	\$42.37		\$3.50		\$26.94	\$12.76		
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$61.38	\$61.38							
Engineering Information Document	I		UEQ			\$28.74	\$28.74							
Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92							
Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33							
Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99							
Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31							
Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04							
Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28							

Unbundled Network Elements
SOUTH CAROLINA

UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES										
					Nonrecurring		Nonrecurring			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	First	Add'l	First	Add'l							SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
					Nonrecurring		Disconnect													
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-Wire Unbundled Copper Loop - Non Designed																				
2-Wire Unbundled Copper Loop - Non Designed - Zone 1	I	1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$44.22	\$13.55							
2-Wire Unbundled Copper Loop - Non Designed - Zone 2	I	2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$44.22	\$13.55							
2-Wire Unbundled Copper Loop - Non Designed - Zone 3	I	3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.50		\$44.22	\$13.55							
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$62.10	\$62.10													
Engineering Information Document	I		UEQ			\$28.82	\$28.82													
Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92													
Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33													
Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99													
Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31													
Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04													
Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28													

**Unbundled Network Elements
TENNESSEE**

	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES									
						Rec	Nonrecurring		Disconnect		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				
							First	Add'l	First	Add'l										
							SOMEC	SOMAN	SOMAN	SOMAN							SOMAN	SOMAN		
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-Wire Unbundled Copper Loop - Non Designed																				
	2-Wire Unbundled Copper Loop - Non Designed - Zone 1	I	1	UEQ	UEQ2X	\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	\$3.50	\$19.99								
	2-Wire Unbundled Copper Loop - Non Designed - Zone 2	I	2	UEQ	UEQ2X	\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	\$3.50	\$19.99								
	2-Wire Unbundled Copper Loop - Non Designed - Zone 3	I	3	UEQ	UEQ2X	\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	\$3.50	\$19.99								
	Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop)	I		UEQ	USBMC		\$36.46	\$36.46												
	Engineering Information Document	I		UEQ			\$28.80	\$28.80												
	Loop Testing - Basic 1st Half Hour	I		UEQ	URET1		\$78.92	\$78.92												
	Loop Testing - Basic Additional Half Hour	I		UEQ	URETA		\$23.33	\$23.33												
	Loop Testing - Overtime 1st Half Hour	I		UEQ			\$102.99	\$102.99												
	Loop Testing - Overtime Additional Half Hour	I		UEQ			\$30.31	\$30.31												
	Loop Testing - Premium 1st Half Hour	I		UEQ			\$127.04	\$127.04												
	Loop Testing - Premium Additional Half Hour	I		UEQ			\$37.28	\$37.28												

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
DIECA Communications, Inc. d/b/a
Covad Communications Company**

Dated May 30, 2001

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA"), a California corporation and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation on May 30, 2001. This Amendment ("Amendment") is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

WHEREAS, BellSouth and DIECA entered into the Agreement on May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIECA and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include the terms and conditions for Loop Make-up as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 11, Exhibits 1-8 of the Agreement is hereby modified to include the rates for Manual Loop Make-up as set forth in Exhibit 2 attached hereto and incorporated herein by this reference. These Loop Make-up rates are interim subject to true-up once the public service commissions in those states establish Loop Make-up rates.
3. The Parties agree that all of the other provisions of the Interconnection Agreement between DIECA and BellSouth, dated May 30, 2001, shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DIECA Communications, Inc. d/b/a

Covad Communications Company

Original Signature on File

Signature
Dhruv Khanna

Name

**Executive-VP & General
Counsel**

Title
Not Dated

Date

BellSouth Telecommunications, Inc.

Original Signature on File

Signature
C. W. Boltz

Name

Managing Director

Title
07/24/01

Date

EXHIBIT 1

1.1 Preordering Loop Makeup (LMU)

1.1.1 Description of Service

1.1.2 BellSouth shall make available to DIECA loop makeup (LMU) information so that DIECA can make an independent judgement about whether the loop is capable of supporting the advanced services equipment DIECA intends to install and the services DIECA wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from DIECA ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

1.1.3 BellSouth will provide DIECA LMU information consistent with the effective FCC Rules, Orders and Regulations including 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.

1.1.4 BellSouth's LMU information is provided to DIECA as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

1.1.5 DIECA may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by DIECA and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop requested taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee DIECA's ability to provide advanced data services over the ordered loop type. Further, if DIECA orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. DIECA is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

1.2 Submitting Loop Makeup Service Inquiries

1.2.1 DIECA may obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop from the mechanized LMUSI process, if DIECA needs further loop information in order to determine loop service capability, DIECA may initiate a separate Manual LMUSI

for a separate nonrecurring charge as set forth in the rate exhibit for Attachment 2.

1.2.2 Manual LMUSIs shall be submitted by electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

1.2.3 Loop Reservations

DIECA may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to DIECA. During and prior to DIECA placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If DIECA does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released. For a Mechanized LMUSI, DIECA may reserve up to 10 loop facilities. For a Manual LMUSI, DIECA may reserve up to 3 loop facilities.

1.2.4 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

1.3 Ordering of Other UNE Services

1.3.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. DIECA will not be billed any additional LMU charges for the loop ordered on such LSR. If however, DIECA does not reserve facilities upon an initial LMUSI, DIECA's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rate matrix of this Attachment.

1.3.2 Where DIECA has reserved multiple loop facilities on a single reservation, DIECA may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to DIECA, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by DIECA. If the ordered loop type is not available, DIECA may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

EXHIBIT 2

Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interfm	Zone	BCS	USOC	RATES					OSS RATES							
							Rec	Nonrecurring		Disconnect	First	Add1	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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1	
								First	Add1										
								First	Add1										
SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN														
LOOP MAKE-UP																			
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		\$47.97	\$47.97										
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		\$50.86	\$50.86										
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).						\$0.6758											

Unbundled Network Elements
FLORIDA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES							
							Rec	First	Add1	Disconnect	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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1		
																	Nonrecurring	Nonrecurring
LOOP MAKE-UP																		
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		\$48.07	\$48.07									
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		\$50.97	\$50.97									
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).						\$0.6888											

Unbundled Network Elements
GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES								
							Rec	Nonrecurring		Disconnect	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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1			
								First	Add1								First	Add1	
								SOMECE	SOMAN								SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																			
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		\$35.00	\$35.00										
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		\$45.00	\$45.00										
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).						\$0.075												

Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	Nonrecurring		Disconnect		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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1
								First	Add1	First	Add1						
								SOMEK	SOMAN	SOMAN	SOMAN						
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLN		\$47.98	\$47.98									
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		\$50.88	\$50.88									
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).						\$0.6746										

Unbundled Network Elements
LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES								
							Rec	First	Add1	Disconnect	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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1			
																	Nonrecurring	Nonrecurring	First
LOOP MAKE-UP		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		\$47.91	\$47.91										
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		\$50.80	\$50.80										
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).						\$0.6852											

Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	First	Add'l	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
SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLN		\$47.90	\$47.90								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		\$50.79	\$50.79								
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).							\$0.6793									

Unbundled Network Elements
NORTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	First	Add'l	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
SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		\$58.56	\$58.56								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		\$56.34	\$56.34								
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).						\$1.04										

Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	First	Add'l	Nonrecurring		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
										First	Disconnect						
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		\$48.07	\$48.07								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		\$50.97	\$50.97								
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).							\$0.6873									

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
DIECA Communications, Inc. d/b/a
Covad Communications Company**

Dated May 30, 2001

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA"), a California corporation and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation on May 30, 2001. This Amendment ("Amendment") is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

WHEREAS, BellSouth and DIECA entered into the Agreement on May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIECA and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Those rates established by the Georgia Public Service Commission ("GPSC") in Docket No. 11900-U for certain Unbundled Network Elements are as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. The Parties agree that all of the other provisions of the Interconnection Agreement between DIECA and BellSouth, dated May 30, 2001, shall remain unchanged and in full force and effect.
3. Where indicated on the attached rate sheet, the rates are interim for a period of eighteen (18) months beginning on the Effective Date of this agreement and shall not be subject to true-up.
4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DIECA Communications, Inc. d/b/a Covad Communications Company	BellSouth Telecommunications, Inc.
By: Original Signature on File	By: Original Signature on File
Name: Dhruv Khanna	Name: C. W. Boltz
Title: EVP-GC	Title: Managing Director
Date: 9/4/01	Date: 9/5/01

**Unbundled Network Elements
GEORGIA**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)															
							Nonrecurring		Nonrecurring			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	First	Add'l	First	Add'l							SOMEK	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																											
UNBUNDLED EXCHANGE ACCESS LOOP																											
2-WIRE ISDN DIGITAL GRADE LOOP																											
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	233.38	180.35					18.94	8.42												
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	233.38	180.35					18.94	8.42												
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	233.38	180.35					18.94	8.42												
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		35.74																			
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																											
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I*	1	UDC	UDC2X	21.89	44.69	31.55	25.65	7.06			18.94	8.42												
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I*	2	UDC	UDC2X	25.27	44.69	31.55	25.65	7.06			18.94	8.42												
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I*	3	UDC	UDC2X	40.17	44.69	31.55	25.65	7.06			18.94	8.42												
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																											
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	I**	1	UAL	UAL2X	11.23	44.69	31.55	25.65	7.06			18.94	8.42												
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	I**	2	UAL	UAL2X	12.97	44.69	31.55	25.65	7.06			18.94	8.42												
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	I**	3	UAL	UAL2X	20.62	44.69	31.55	25.65	7.06			18.94	8.42												
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		35.74																			
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	I**	1	UAL	UAL2W	11.23	44.69	31.55	25.65	7.06			18.94	8.42												
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	I**	2	UAL	UAL2W	12.97	44.69	31.55	25.65	7.06			18.94	8.42												
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	I**	3	UAL	UAL2W	20.62	44.69	31.55	25.65	7.06			18.94	8.42												
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		35.74																			
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE 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	7.88	44.69	31.55	25.65	7.06			18.94	8.42												
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I**	2	UHL	UHL2X	9.09	44.69	31.55	25.65	7.06			18.94	8.42												
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I**	3	UHL	UHL2X	14.46	44.69	31.55	25.65	7.06			18.94	8.42												
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74																			
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I**	1	UHL	UHL2W	7.88	44.69	31.55	25.65	7.06			18.94	8.42												
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I**	2	UHL	UHL2W	9.09	44.69	31.55	25.65	7.06			18.94	8.42												
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I**	3	UHL	UHL2W	14.46	44.69	31.55	25.65	7.06			18.94	8.42												
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74																			
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	I**	1	UHL	UHL4X	10.39	44.69	31.55	25.65	7.06			18.94	8.42												
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I**	2	UHL	UHL4X	12.00	44.69	31.55	25.65	7.06			18.94	8.42												
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I**	3	UHL	UHL4X	19.07	44.69	31.55	25.65	7.06			18.94	8.42												

**Unbundled Network Elements
GEORGIA**

	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I**	1	UHL	UHL4W	10.39	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I**	2	UHL	UHL4W	12.00	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I**	3	UHL	UHL4W	19.07	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74											
	2-WIRE Unbundled COPPER LOOP																	
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I**	1	UCL	UCLPB	12.02	44.69	31.55	25.65	7.06			18.94	8.42				
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I**	2	UCL	UCLPB	13.88	44.69	31.55	25.65	7.06			18.94	8.42				
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I**	3	UCL	UCLPB	22.07	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11										
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I**	1	UCL	UCLPW	12.02	44.69	31.55	25.65	7.06			18.94	8.42				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I**	2	UCL	UCLPW	13.88	44.69	31.55	25.65	7.06			18.94	8.42				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I**	3	UCL	UCLPW	22.07	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11										
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I**	1	UCL	UCL2L	35.56	44.69	31.55	25.65	7.06			18.94	8.42				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I**	2	UCL	UCL2L	41.07	44.69	31.55	25.65	7.06			18.94	8.42				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I**	3	UCL	UCL2L	65.28	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11										
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I**	1	UCL	UCL2W	35.56	44.69	31.55	25.65	7.06			18.94	8.42				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I**	2	UCL	UCL2W	41.07	44.69	31.55	25.65	7.06			18.94	8.42				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I**	3	UCL	UCL2W	65.28	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11										
	4-WIRE COPPER LOOP																	
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I**	1	UCL	UCL4S	12.02	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I**	2	UCL	UCL4S	13.88	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I**	3	UCL	UCL4S	22.07	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11										
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I**	1	UCL	UCL4W	12.02	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I**	2	UCL	UCL4W	13.88	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I**	3	UCL	UCL4W	22.07	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11										
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I**	1	UCL	UCL4L	35.56	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I**	2	UCL	UCL4L	41.07	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I**	3	UCL	UCL4L	65.28	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11										
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I**	1	UCL	UCL4O	35.56	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I**	2	UCL	UCL4O	41.07	44.69	31.55	25.65	7.06			18.94	8.42				
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I**	3	UCL	UCL4O	65.28	44.69	31.55	25.65	7.06			18.94	8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11										
	LOOP MODIFICATION																	

**Unbundled Network Elements
GEORGIA**

	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I#	UAL, UHL, UCL, UEQ, ULS	ULM2L	0.00	0.00	0.00	0.00	0.00						
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k f	I#	UCL, ULS	ULM2G	0.00	0.00	0.00	0.00	0.00						
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I#	UHL, UCL	ULM4L	0.00	0.00	0.00	0.00	0.00						
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k f	I#	UCL	ULM4G	0.00	0.00	0.00	0.00	0.00						
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I#	UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		0.00	0.00								
LINE SHARING															
	Line Sharing Splitter, per System 96 Line Capacity	I	ULS	ULSDA	131.00	0.00	0.00	0.00	0.00		0.00				
	Line Sharing Splitter, per System 24 Line Capacity	I	ULS	ULSDB	32.00	0.00	0.00	0.00	0.00		0.00				
	Line Sharing Splitte, Per System, 8 Line Capacity	I	ULS	ULSD8	11.00	0.00	0.00	0.00	0.00		0.00				
	Line Sharing - per Line Activation	I	ULS	ULSDC	0.61	10.51	7.70	7.00	4.20			18.94	8.42		
	Line Sharing - per Subsequent Activity per Line Rearrangemen	I	ULS	ULSDS	0.00	36.23	13.23	16.94	1.69			18.94	8.42		
	Line Sharing-CLEC/DLEC Owned Splitter in CO-per occurrence of each group of 8 lines (16 pair)		ULS	ULSDG		0.00	0.00	0.00	0.00						
NOTE: I* - The nonrecurring rate for this element is for 18 months and not subject to true-up. The recurring rate for this element is interim subject to true up upon an order by the Commission in Docket No. 14361-U.															
NOTE: I** - The nonrecurring rate for this element is for 18 months and not subject to true-up. The recurring rate for this element is interim, not subject to true up, until an order is issued by the Commission in Docket No. 14361-U.															
NOTE: I# - The nonrecurring rate for this element is for 18 months and not subject to true-up															

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
DIECA Communications, Inc. d/b/a
Covad Communications Company**

Dated May 30, 2001

This Agreement refers to the Interconnection Agreement (“the Agreement”) entered into by DIECA Communications, Inc. d/b/a Covad Communications Company (“DIECA”), a California corporation and BellSouth Telecommunications, Inc. (“BellSouth”), a Georgia corporation on May 30, 2001. This Amendment (“Amendment”) is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

WHEREAS, BellSouth and DIECA entered into the Agreement on May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIECA and BellSouth (individually, a “Party” and collectively, the “Parties”) hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include the terms and conditions for Unbundled Loop Modifications (Line Conditioning) as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. The Parties agree that all of the other provisions of the Interconnection Agreement between DIECA and BellSouth, dated May 30, 2001, shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DIECA Communications, Inc. d/b/a

Covad Communications Company

BellSouth Telecommunications, Inc.

Original Signature on File

Original Signature on File

Signature
Dhruv Khanna

Signature
C. W. Boltz

Name

Name

Executive-VP & General
Counsel

Managing Director

Title

Title
10/01/01

Date

Date

EXHIBIT 1

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1.1 Unbundled Loop Modifications (Line Conditioning)

- 1.1.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by DIECA, whether or not BellSouth offers advanced services to the End User on that loop.
- 1.1.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.
- 1.1.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops equal to or less than 18kft; 2) removal of equipment of loops longer than 18kft; and 3) removal of bridged-taps on loops of any length.
- 1.1.4 Charges for loop conditioning, if any, shall be determined by each state commission in accordance with federal pricing rules.

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
DIECA Communications, Inc. d/b/a
Covad Communications Company**

Dated May 30, 2001

This Agreement refers to the Interconnection Agreement (“the Agreement”) entered into by DIECA Communications, Inc. d/b/a Covad Communications Company (“DIECA”), a California corporation and BellSouth Telecommunications, Inc. (“BellSouth”), a Georgia corporation on May 30, 2001. This Amendment (“Amendment”) is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

WHEREAS, BellSouth and DIECA entered into the Agreement on May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIECA and BellSouth (individually, a “Party” and collectively, the “Parties”) hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include the terms and conditions for Port/Loop Combinations in the state of North Carolina attached hereto as Exhibit A.
2. Exhibit 7 of Attachment 11 of the Interconnection Agreement is hereby amended to include the North Carolina Public Utilities Commission’s permanent rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit B.
3. The Parties agree that all of the other provisions of the Interconnection Agreement between DIECA and BellSouth, dated May 30, 2001, shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DIECA Communications, Inc. d/b/a

Covad Communications Company

Original Signature on File

Signature
Dhruv Khanna

Name

**Executive-VP & General
Counsel**

Title
Not Dated

Date

BellSouth Telecommunications, Inc.

Original Signature on File

Signature
C. W. Boltz

Name

Managing Director

Title
10/17/01

Date

EXHIBIT A

16. UNE Port/Loop Combinations
- 16.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 16.2 BellSouth shall make available Currently Combined and not Currently Combined UNE port/loop combinations.
- 16.2.1 Except as set forth in section 5.6.3 below, the rates at which BellSouth shall provide Currently Combined UNE port/loop combinations and not Currently Combined UNE port/loop combinations in the states of Georgia, and Tennessee shall be the cost-based rates in Exhibit C.
- 16.2.2 The rates at which BellSouth shall provide not Currently Combined UNE port/loop combinations in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina shall be the market rates in Attachment 11.
- 16.2.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 16.2.4 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the 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, MSAs to DIECA if DIECA's customer has 4 or more DS0 equivalent lines.
- 16.2.5 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Attachment 11.

- 16.2.6 Combination Offerings
- 16.2.6.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 16.2.6.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 16.2.6.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 16.2.6.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 16.2.6.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 16.2.6.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 16.2.6.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 16.2.6.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

EXHIBIT B

**Unbundled Network Elements
NORTH CAROLINA**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)				
							Nonrecurring	Rec	First	Add'l	First	Add'l	SOMECD	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																
UNBUNDLED EXCHANGE ACCESS LOOP																
		2-WIRE ANALOG VOICE GRADE LOOP														
		2-Wire Analog Voice Grade Loop - Service Level 1- Statewide		sw	UEANL	UEAL2	15.88	57.99	42.37						26.94	12.76
		2 Wire Analog Voice Grade Loop -Service Level 1-Statewide- Line Splitting			UEPSR, UEPSB	UEALS	15.88	57.99	42.37						26.94	12.76
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone		1	UEPSR, UEPSB	UEALS										
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone :		3	UEPSR, UEPSB	UEALS										
		Engineering Information Document (EI)			UEANL			28.74	28.74							
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		61.38	61.38							
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) '			UEANL	OCOSL		45.34	45.34							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Statewide		sw	UEA	UEAL2	19.5	142.97	106.56						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UEA	OCOSL		45.34								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling-Statewide		sw	UEA	UEAR2	19.5	142.97	106.56						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UEA	OCOSL		45.34								
		4-WIRE ANALOG VOICE GRADE LOOP														
		4-Wire Analog Voice Grade Loop - Statewide		sw	UEA	UEAL4	27.49	288.47	237.45						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UEA	OCOSL		45.34								
		2-WIRE ISDN DIGITAL GRADE LOOP														
		2-Wire ISDN Digital Grade Loop - Statewide		sw	UDN	U1L2X	24.98	325.91	251.31						26.94	12.76
		Order Coordination For Specified Conversion Time (per LSR			UDN	OCOSL		45.34								
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP														
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Statewide		sw	UDC	UDC2X	24.98	325.91	251.31						26.94	12.76
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Statewide		sw	UAL	UAL2X	14.6	504.9	456.17						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UAL	OCOSL		45.34								
		2 Wire Unbundled ADSL Loop without manual service inquiry and facility reservation - Statewide		sw	UAL	UAL2W	14.6	203.85	128.42						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UAL	OCOSL		45.34								
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		2 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Statewide		sw	UHL	UHL2X	11.98	504.9	456.17						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UHL	OCOSL		45.34								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Statewide		sw	UHL	UHL2W	11.98	221.08	145.65						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UHL	OCOSL		45.34								
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Statewide		sw	UHL	UHL4X	13.97	531.35	482.62						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UHL	OCOSL		45.34								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Statewide		sw	UHL	UHL4W	13.97	277.99	202.56						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UHL	OCOSL		45.34								
		4-WIRE DS1 DIGITAL LOOP														
		4-Wire DS1 Digital Loop - Statewide		sw	USL	USLXX	62.78	714.84	421.47						42.19	12.76
		Order Coordination for Specified Conversion Time (per LSR			USL	OCOSL		48.31								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
		4 Wire Unbundled Digital 19.2 Kbps		sw	UDL	UDL19	32.67	489.04	337.51						19.99	19.99
		4 Wire Unbundled Digital Loop 56 Kbps		sw	UDL	UDL56	32.67	489.04	337.51						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UDL	OCOSL		45.34								
		4 Wire Unbundled Digital Loop 64 Kbps - Statewide		sw	UDL	UDL64	32.67	489.04	337.51						26.94	12.76
		Order Coordination for Specified Conversion Time (per LSR			UDL	OCOSL		45.34								

**Unbundled Network Elements
NORTH CAROLINA**

2-WIRE Unbundled COPPER LOOP																	
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1			1	UCL	UCLPB	13.4	281.95	162.85					19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2			2	UCL	UCLPB	21.76	281.95	162.85					19.99	19.99	19.99	19.99
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3			3	UCL	UCLPB	25.01	281.95	162.85					19.99	19.99	19.99	19.99
	Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		61.38	61.38								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1			1	UCL	UCLPW	13.4	250.17	174.74					19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2			2	UCL	UCLPW	21.76	250.17	174.74					19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3			3	UCL	UCLPW	25.01	250.17	174.74					19.99	19.99	19.99	19.99
	Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		61.38	61.38								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1			1	UCL	UCL2L	37.79	268.96	149.86					19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2			2	UCL	UCL2L	63.16	268.96	149.86					19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3			3	UCL	UCL2L	73.02	268.96	149.86					19.99	19.99	19.99	19.99
	Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		61.38	61.38								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1			1	UCL	UCL2W	37.79	189	113.57					19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2			2	UCL	UCL2W	63.16	189	113.57					19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3			3	UCL	UCL2W	73.02	189	113.57					19.99	19.99	19.99	19.99
	Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		61.38	61.38								
	2-Wire Unbundled Copper Loop Non-Designed - SV		I sw		UEQ	UEQ2X	15.88	57.99	42.37					26.94	12.76		
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)				UEQ	USBMC		61.38	61.38								
	Engineering Information Document				UEQ			28.74	28.74								
	Loop Testing - Basic 1st Half Hour				UEQ	URET1		78.92	78.92								
	Loop Testing - Basic Additional Half Hour				UEQ	URET1		23.33	23.33								
	Loop Testing - Overtime 1st Half Hour				UEQ			102.99	102.99								
	Loop Testing - Overtime Additional Half Hour				UEQ			30.31	30.31								
	Loop Testing - Premium 1st Half Hour				UEQ			127.04	127.04								
	Loop Testing - Premium Additional Half Hour				UEQ			37.28	37.28								
4-WIRE COPPER LOOP																	
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1			1	UCL	UCL4S	17.63	330.13	211.02					19.99	19.99	19.99	19.99
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2			2	UCL	UCL4S	28.89	330.13	211.02					19.99	19.99	19.99	19.99
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3			3	UCL	UCL4S	33.28	330.13	211.02					19.99	19.99	19.99	19.99
	Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		61.38	61.38								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1			1	UCL	UCL4W	17.63	250.17	174.74					19.99	19.99	19.99	19.99
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2			2	UCL	UCL4W	28.89	250.17	174.74					19.99	19.99	19.99	19.99
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3			3	UCL	UCL4W	33.28	250.17	174.74					19.99	19.99	19.99	19.99
	Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		61.38	61.38								
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1			1	UCL	UCL4L	53.68	317.14	198.03					19.99	19.99	19.99	19.99
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2			2	UCL	UCL4L	90.07	317.14	198.03					19.99	19.99	19.99	19.99
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3			3	UCL	UCL4L	104.23	317.14	198.03					19.99	19.99	19.99	19.99
	Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		61.38	61.38								
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1			1	UCL	UCL4O	53.68	237.18	161.75					19.99	19.99	19.99	19.99
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2			2	UCL	UCL4O	90.07	237.18	161.75					19.99	19.99	19.99	19.99
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3			3	UCL	UCL4O	104.23	237.18	161.75					19.99	19.99	19.99	19.99
	Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		61.38	61.38								
LOOP MODIFICATION																	
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft				UCL, UHL, UCL, UEQ, ULS	ULM2L		64.85	64.85								
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft				UCL, ULS	ULM2G		339.84	339.84								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft				UHL, UCL	ULM4L		64.85	64.85								

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		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k 1			UCL	ULM4G		339.84	339.84											
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		64.9	64.9											
SUB-LOOPS																				
Sub-Loop Distribution																				
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		498.09	498.09									26.94	12.76	
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		45.04	45.04										26.94	12.76
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01										26.94	12.76
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06										26.94	12.76
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	7.99	126.03	54.54	71.13	10.16								26.94	12.76
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	12.63	126.03	54.54	71.13	10.16								26.94	12.76
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	14.43	126.03	54.54	71.13	10.16								26.94	12.76
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.34	45.34											
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN4	9.23	156.52	79.66	78.56	13.53								26.94	12.76
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN4	14.63	156.52	79.66	78.56	13.53								26.94	12.76
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN4	16.73	156.52	79.66	78.56	13.53								26.94	12.76
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.34	45.34											
		Sub-Loop 2-Wire Intra-building Network Cable (INC)	I		UEANL	USBR2	3.5	114.05	37.2	76.58	10.81								26.94	12.76
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.34	45.34											
		Sub-Loop 4-Wire Intra-building Network Cable (INC)	I		UEANL	USBR4	3.75	127.67	50.82	78.71	10.69								26.94	12.76
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.34	45.34											
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	7.33	137.1	60.24	76.58	10.81								26.94	12.76
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	10.95	137.1	60.24	76.58	10.81								26.94	12.76
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12.36	137.1	60.24	76.58	10.81								26.94	12.76
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.34	45.34											
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.14	162.24	85.38	78.56	13.53								26.94	12.76
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	11.09	162.24	85.38	78.56	13.53								26.94	12.76
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	12.63	162.24	85.38	78.56	13.53								26.94	12.76
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.34	45.34											
Sub-Loop Feeder																				
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN, UCL, UDL, UDC	USBFW		498.09												
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN, UCL, UDL, UDC	USBFX		45.04	45.04											
		USL Feeder DS1 Set-up at DSX location, per DS1 terminator			USL	USBFZ		523.51	11.31											
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1	1		UEA	USBFA	11.43	122.52	46.61	149.46	59.37								19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2	2		UEA	USBFA	18.35	122.52	46.61	149.46	59.37								19.99	19.99
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3	3		UEA	USBFA	21.04	122.52	46.61	149.46	59.37								19.99	19.99
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		45.34												
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1	1		UEA	USBFB	11.43	122.52	46.61	149.46	59.37								19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2	2		UEA	USBFB	18.35	122.52	46.61	149.46	59.37								19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3	3		UEA	USBFB	21.04	122.52	46.61	149.46	59.37								19.99	19.99
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		45.34												
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1	1		UEA	USBFC	11.43	122.52	46.61	149.46	59.37								19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2	2		UEA	USBFC	18.35	122.52	46.61	149.46	59.37								19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3	3		UEA	USBFC	21.04	122.52	46.61	149.46	59.37								19.99	19.99
		Order Coordination For Specified Conversion Time, per LSF			UEA	OCOSL		45.34												
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1	1		UEA	USBFD	21.91	226.36	144.28										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2	2		UEA	USBFD	35.92	226.36	144.28										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3	3		UEA	USBFD	41.37	226.36	144.28										19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSF			UEA	OCOSL		45.34												
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1	1		UEA	USBFE	21.91	226.36	144.28										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2	2		UEA	USBFE	35.92	226.36	144.28										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3	3		UEA	USBFE	41.37	226.36	144.28										19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSF			UEA	OCOSL		45.34												
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1	1		UDN	USBFF	19.63	202.01	105.88										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2	2		UDN	USBFF	31.61	202.01	105.88										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3	3		UDN	USBFF	36.27	202.01	105.88										19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSF			UDN	OCOSL		45.34												
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)	1		UDC	USBFS	19.63	202.01	105.88										19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)	2		UDC	USBFS	31.61	202.01	105.88										19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)	3		UDC	USBFS	36.27	202.01	105.88										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1	1		USL	USBFG	39.69	393.01	153.37										42.19	12.76
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2	2		USL	USBFG	67.36	393.01	153.37										42.19	12.76
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3	3		USL	USBFG	78.12	393.01	153.37										42.19	12.76
		Order Coordination For Specified Conversion Time, Per LSF			USL	OCOSL		45.34												
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1	1		UCL	USBFH	10.66	172.89	90.81										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2	2		UCL	USBFH	16.44	172.89	90.81										19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3	3		UCL	USBFH	18.69	172.89	90.81										19.99	19.99
		Order Coordination For Specified Conversion Time, per LSF			UCL	OCOSL		45.34												
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1	1		UCL	USBFJ	14.68	207.14	134.77										19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2	2		UCL	USBFJ	23.74	207.14	134.77										19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3	3		UCL	USBFJ	27.26	207.14	134.77										19.99	19.99
		Order Coordination For Specified Conversion Time, per LSF			UCL	OCOSL		45.34												

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	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	1	UDL	USBFN	26.71	215	132.92					19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	2	UDL	USBFN	44.07	215	132.92					19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	3	UDL	USBFN	50.83	215	132.92					19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFO	26.71	215	132.92					19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFO	44.07	215	132.92					19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFO	50.83	215	132.92					19.99	19.99	19.99	19.99
	Order Coordination For Specified Time Conversion, per LSF		UDL	OCOSL		45.34									
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFP	26.71	215	132.92					19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFP	44.07	215	132.92					19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFP	50.83	215	132.92					19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, per LSF		UDL	OCOSL		45.34									
	Unbundled Sub-Loop Modification														
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR		UEF	ULM2X		353.95	12.2					26.94	12.76		
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR		UEF	ULM4X		353.95	12.2					26.94	12.76		
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded		UEF	ULM4T		557.78	14.23					26.94	12.76		
	Unbundled Network Terminating Wire (UNTW)														
	Unbundled Network Terminating Wire (UNTW) per Pai		UENTW	UENPP	0.44	64.98	64.98					26.94	12.76		
	Network Interface Device (NID)														
	Network Interface Device (NID) - 1-2 lines	I	UENTW	UND12		86.37	56.69					26.94	12.76		
	Network Interface Device (NID) - 1-6 lines	I	UENTW	UND16		127.93	98.21					26.94	12.76		
	Network Interface Device Cross Connect - 2W	I	UENTW	UNDC2		11.68	11.68					26.94	12.76		
	Network Interface Device Cross Connect - 4W	I	UENTW	UNDC4		11.68	11.68					26.94	12.76		
	UNBUNDLED LOOP CONCENTRATION														
	Unbundled Loop Concentration - System A (TR008)		ULC	UCT8A	398.41	652.26	652.26					19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - System B (TR008)		ULC	UCT8B	58.36	271.78	271.78					19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - System A (TR303)		ULC	UCT3A	439.73	652.25	652.26					19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - System B (TR303)		ULC	UCT3B	98.34	271.78	271.78					19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - DS1 Loop Interface Card		ULC	UCTCO	5.52	126.85	92.35	33.65	9.42			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)		UDN	ULCC1	8.77	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)		UDC	ULCCU	8.77	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)		UEA	ULCC2	2.19	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)		UEA	ULCCR	13.03	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)		UEA	ULCC4	7.77	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - TEST CIRCUIT Card		ULC	UCTCT	37.98	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface		UDL	ULCC7	11.51	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface		UDL	ULCC5	11.51	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface		UDL	ULCC6	11.51	21.11	21	10.81	10.74			19.99	19.99	19.99	19.99
	UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)														
	UNE OTHER, PROVISIONING ONLY - NO RATE														
	NID - Dispatch and Service Order for NID installation		UENTW	UNDBX											
	UNTW Circuit Id Establishment, Provisioning Only - No Rate		UENTW	UENCE											
	Unbundled Contract Name, Provisioning Only - No Rate		UEANL, UEQ, UEQ, UENTW	UNECN											
	Unbundled Contact Name, Provisioning Only - no rate		UAL, UCL, UDC, UDL, UDN, UEA, UHL, ULC	UNECN	0	0									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no ratt		UEA, UDN, UCL, UDL	USBFQ	0	0									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no ratt		UEA, USL, UCL, UDL	USBFR	0	0									
	Unbundled DS1 Loop - Superframe Format Option - no rate		USL	CCOFS	0	0									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate		USL	CCOEF	0	0									
	HIGH CAPACITY UNBUNDLED LOCAL LOOP														
	NOTE: 4 month minimum billing period														
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month		UE3	1LSND	11.12										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month		UE3	UE3PX	404.98	1124.48	699.6					53.48	53.48		
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month		UDLSX	1LSND	11.12										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month		UDLSX	UDLS1	417.7	1124.48	699.6					53.48	53.48		
	LOOP MAKE-UP														
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)		UMK	UMKLV		56.34	56.34								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)		UMK	UMKLP		58.56	58.56								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)		UMK	PSUMK		1.04	1.04								

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UNBUNDLED TRANSPORT															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU												0.00001		
	Common Transport - Facilities Termination Per MOL												0.00034		
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX								0.0282		
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	18	137.48	52.58					38.07	38.07	
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX								0.0282		
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	18	137.48	52.58	0	0			38.07	38.07	
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX								0.0282		
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	22.16	106.11	65.95					22.32	22.32	
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX								0.0282		
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	17.4	137.48	52.58					38.07	38.07	
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX								0.0282		
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	17.4	137.48	52.58	0	0			38.07	38.07	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX								0.5753		
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	71.29	217.17	163.75					38.07	38.07	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX								12.98		
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	720.38	794.94	579.55					91.26	91.26	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1															
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX								6.14		
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	790.37	642.23	408.89					53.48	53.48	
LOCAL CHANNEL - DEDICATED TRANSPORT															
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2									42.17	12.76
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1		1	ULCVX	ULDV2	12.51	553.8	89.69							
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2		2	ULCVX	ULDV2	21.23	553.8	89.69							
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3		3	UNCVX	ULDV2	24.62	553.8	89.69							
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDR2	0	0	0	0	0			38.07	38.07	
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1		1	UNCVX	ULDV4	13.4	562.23	92.67							
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2		2	UNCVX	ULDV4	22.73	562.23	92.67							
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3		3	UNCVX	ULDV4	26.37	562.23	92.67							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4									42.17	12.76
	Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	30.12	534.48	462.69							
	Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	51.11	534.48	462.69							
	Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	59.28	534.48	462.69							
	Local Channel - Dedicated - DS1 per month			ULDD1	ULDF1									86.15	1.77
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.66									
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	496.76	562.25	527.88						56.25	56.25
	Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1L5NC	8.66									
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	484.06	1071	646.12	0	0				38.07	38.07
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	146.69	197.78	140.06						24.85	8.16
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	2	13.09	9.38							
	2-wire ISDN COCI (BRITTE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	3.59	13.09	9.38							
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	1.27	13.09	9.38							
	DS3 to DS1 Channel System per month			UXTD3	MQ3	233.1	403.97	234.4						24.78	7.42
	STS1 to DS1 Channel System per month			UXTS1	MQ3	233.1	403.97	234.4						38.07	38.07
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	16.07	13.09	9.38							
DARK FIBER															
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	53.86									
	NRC Dark Fiber - Local Channel			UDF	UDFC4		1807	562.96						38.07	38.07
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	27.71									
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1807	562.96	0	0				38.07	38.07
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	53.86									
	NRC Dark Fiber - Local Loop			UDF	UDFL4		1807	562.96	0	0				38.07	38.07

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TRANSPORT OTHER													
Optional Features & Functions:													
	Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe	UNC1X	CCOEF		184.76	23.6	1.99	0.78			29.33	3.93	
	Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channe	UNC1X	CCOSF		184.76	23.6	1.99	0.78			29.33	3.93	
8XX ACCESS TEN DIGIT SCREENING													
	8XX Access Ten Digit Screening, Per Cal	OHD		0.0005									
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reservec	OHD	N8R1X		7.05	0.96					26.94	26.94	
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translation:	OHD			23.82	2.73					26.94	26.94	
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translation:	OHD	N8FTX		23.82	2.73					26.94	26.94	
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Numbe:	OHD	N8FCX		5.63	2.82					26.94	26.94	
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.	OHD	N8FMX		6.59	3.77					26.94	26.94	
	8XX Access Ten Digit Screening, Change Charge Per Request	OHD	N8FAX		8.01	0.96					26.94	26.94	
	8XX Access Ten Digit Screening, Call Handling and Destination Feature:	OHD	N8FDX		5.63						26.94	26.94	
	8XX Access Ten Digit Screening, w/ 8XX No. Delivery, per query	OHD		0.00365									
	8XX Access Ten Digit Screening w/8XX No. Delivery for 8XX Numbers, with Optional Complex Features, per query	OHD		0.00431									
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query	OHD		0.00383									
	8XX Access Ten Digit Screening w/ POTS No. Delivery, with Optional Complex Features per query	OHD		0.00431									
LINE INFORMATION DATA BASE ACCESS (LIDB)													
	LIDB Common Transport Per Query	OQT		0.0003									
	LIDB Validation Per Query	OQU		0.0134									
	LIDB Originating Point Code Establishment or Change	OQT, OQU	NRPBX		62.26					62.26	26.94	26.94	
SIGNALING (CCS7)													
	CCS7 Signaling Termination, Per STP Port	1DB	PT8SX	132.83							19.99	19.99	19.99
	CCS7 Signaling Usage, Per TCAP Message	1DB		0.00009									
	CCS7 Signaling Connection, Per link (A link)	1DB	TPP++	18.22	278.02	278.02					19.99	19.99	19.99
	CCS7 Signaling Connection, Per link (B link) (also known as D link)	1DB	TPP++	18.22	278.02	278.02					19.99	19.99	19.99
	CCS7 Signaling Usage, Per ISUP Message	1DB		0.00004									
	CCS7 Signaling Usage Surrogate, per link per LATA	1DB	STU56	338.98							19.99	19.99	19.99
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected	1DB	CCAPO		40	40					19.99	19.99	19.99
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected	1DB	CCAPD		8	8					19.99	19.99	19.99
E911 SERVICE													
CALLING NAME (CNAM) SERVICE													
	CNAM for DB Owners, Per Query	OQV		0.016									
	CNAM for Non DB Owners, Per Query	OQV		0.01									
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)	OQV	CDDCH		595	595					26.94	26.94	
LNP QUERY SERVICE													
OPERATOR SERVICES AND DIRECTORY ASSISTANCE													
OPERATOR CALL PROCESSING													
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDE			1.2									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDE			1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDE			0.11									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDE			0.12									
INWARD OPERATOR SERVICES													
	Inward Operator Services - Verification, Per Cal			0.8									
	Inward Operator Services - Verification, Per Minute			1.15									
	Inward Operator Services - Verification and Emergency Interrupt - Per Cal			0.85									
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute			1.15									
BRANDING - OPERATOR CALL PROCESSING													
	Recording of Custom Branded OA Announcement		CBAOS		7000	7000					19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV		CBAOL		500	500					19.99	19.99	
DIRECTORY ASSISTANCE SERVICES													
DIRECTORY ASSISTANCE ACCESS SERVICE													
	Directory Assistance Access Service Calls, Charge Per Cal			0.26									
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)													
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt			0.062									

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	2-Wire Voice Unbundled PBX LD Terminal Switchboard Por			UEPSP	UEPXD	2.18	21.6	21.6					26.94	12.76		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Por			UEPSP	UEPXE	2.18	21.6	21.6					26.94	12.76		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Poi			UEPSP	UEPXL	2.18	21.6	21.6					26.94	12.76		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Poi			UEPSP	UEPXM	2.18	21.6	21.6					26.94	12.76		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXD	2.18	21.6	21.6					26.94	12.76		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Por			UEPSP	UEPXS	2.18	21.6	21.6					26.94	12.76		
	Subsequent Activity			UEPSP	USASC	0	0	0								
FEATURES																
	All Available Vertical Features			UEPSP	UEPSE	3.4	0	0					26.94	12.76		
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					2.59	21.6	21.6					26.94	12.76		
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU							0.0015								
	End Office Trunk Port - Shared, Per MOU							0.00023								
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU							0.0006								
	Tandem Trunk Port - Shared, Per MOU							0.0003								
	Common Transport															
	Common Transport - Per Mile, Per MOU							0.00001								
	Common Transport - Facilities Termination Per MOL							0.00034								
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA, TN and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Statewide		sw					16.46								
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPRX	UEPLX			14.18								
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL			2.28					40.18	9.45		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC			2.28					40.18	9.45		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO			2.28					40.18	9.45		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP			2.28					40.18	9.45		
	FEATURES															
	All Features Offered			UEPRX	UEPVF			3.4	0	0			40.18	9.45		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX			0.35								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-i			UEPRX	USAC2			2.77	0.4				40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with chang			UEPRX	USACC			2.77	0.4				40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							1.42					10.27			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activit			UEPRX	USAS2			0	0	0						
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Statewide		sw					16.46								
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPBX	UEPLX			14.18								
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL			2.28					40.18	9.45		

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	2-Wire voice unbundled port with Caller + E484 ID - bus		UEPBX	UEPBC	2.28							40.18	9.45		
	2-Wire voice unbundled port outgoing only - bus		UEPBX	UEPBO	2.28							40.18	9.45		
	2-Wire voice unbundled incoming only port with Caller ID - Bus		UEPBX	UPEB1	2.28							40.18	9.45		
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)		UEPBX	LNPCX	0.35										
	FEATURES														
	All Features Offered		UEPBX	UEPVF	3.4	0	0					40.18	9.45		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-i		UEPBX	USAC2	2.77	0.4						40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with chang		UEPBX	USACC	2.77	0.4									
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					1.42						10.27			
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activit		UEPBX	USAS2								40.18	9.45		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo - Statewide	sw			16.46										
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL 1) - Statewide	sw	UEPRG	UEPLX	14.18										
	2-Wire Voice Grade Line Port Rates (RES - PBX)														
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Re:		UEPRG	UEPRD	2.28							40.18	9.45		
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)		UEPRG	LNPCP	3.5										
	FEATURES														
	All Features Offered		UEPRG	UEPVF	3.4	0	0					40.18	9.45		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-I:		UEPRG	USAC2	2.77	0.4						40.18	9.45		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change		UEPRG	USACC	2.77	0.4						40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					1.42						10.27			
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activit		UEPRG	USAS2	0	0	0								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo - Statewide	sw			16.46										
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL 1) - Statewide	sw	UEPPX	UEPLX	14.18										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	2.28							40.18	9.45		
	Line Side Unbundled Outward PBX Trunk Port - Bus		UEPPX	UEPPO	2.28							40.18	9.45		
	Line Side Unbundled Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	2.28							40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Ports		UEPPX	UEPLD	2.28							40.18	9.45		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Por		UEPPX	UEPXA	2.28							40.18	9.45		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Port		UEPPX	UEPXB	2.28							40.18	9.45		
	2-Wire Voice Unbundled PBX LD DDD Terminals Por		UEPPX	UEPXC	2.28							40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Por		UEPPX	UEPXD	2.28							40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Por		UEPPX	UEPXE	2.28							40.18	9.45		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Poi		UEPPX	UEPXL	2.28							40.18	9.45		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Poi		UEPPX	UEPXM	2.28							40.18	9.45		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEPXO	2.28							40.18	9.45		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Por		UEPPX	UEPXS	2.28							40.18	9.45		
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)		UEPPX	LNPCP	3.15										
	FEATURES														
	All Features Offered		UEPPX	UEPVF	3.4	0	0					40.18	9.45		

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NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2			2.77	0.4			40.18	9.45
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC			2.77	0.4			40.18	9.45
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update								1.42			10.27	
ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2		0	0	0				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							14.64	14.64			19.99	19.99
												19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT													
UNE Port/Loop Combination Rates													
	2-Wire VG Coin Port/Loop Combo - Statewide						16.8						
UNE Loop Rates													
	2-Wire Voice Grade Loop (SL1) - Statewide			UEPCO	UEPLX		14.18						
2-Wire Voice Grade Line Ports (COIN)													
	2-Wire Coin 2-Way without Operator Screening and without Blocking (NC)			UEPCO	UEPND	2.62						40.18	9.45
	2-Wire Coin 2-Way with Operator Screening (NC)			UEPCO	UEPNC	2.62						40.18	9.45
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	2.62						40.18	9.45
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNB	2.62						40.18	9.45
	2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	2.62						40.18	9.45
	2-Wire Coin Outward with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNE	2.62						40.18	9.45
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC)			UEPCO	UEPCL	2.62						40.18	9.45
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.62						40.18	9.45
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.62						40.18	9.45
ADDITIONAL UNE COIN PORT/LOOP (RC)													
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.7	0	0					
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35							
FEATURES													
	All Features Offered			UEPCO	UEPVF	3.4	0	0				26.94	12.76
NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2			2.77	0.4			40.18	9.45
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC			2.77	0.4			40.18	9.45
ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0	0				40.18	9.45
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT													
UNE Port/Loop Combination Rates													
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - Statewide	sw				31.07							
UNE Loop Rates													
	2-Wire Analog Voice Grade Loop - (SL2) - Statewide	sw				19.5	142.97	106.56			19.99		
UNE Port Rate													
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	12.36						19.99	19.99
												19.99	19.99
												19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1	13.26	8.39					19.99	19.99
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C	13.26	8.39					19.99	19.99
ADDITIONAL NRCs													
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1	53.49						19.99	19.99
Telephone Number/Trunk Group Establishment Charges													
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0	0	0				19.99	19.99
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0	0	0				19.99	19.99
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0	0	0				19.99	19.99
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0	0	0			19.99	19.99	19.99
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0	0	0			19.99	19.99	19.99
	Reserve DID Numbers			UEPPX	NDV	0	0	0			19.99	19.99	19.99
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15							
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT													

**Unbundled Network Elements
NORTH CAROLINA**

UNE Port/Loop Combination Rates													
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Statewide	sw	UEPPB UEPPR		44.49								
UNE Loop Rates													
	2-Wire ISDN Digital Grade Loop - Statewide	sw	UEPPB UEPPR	USL2X	20.12	325.91	251.31				19.99		
UNE Port Rate													
	Exchange Port - 2-Wire ISDN Line Side Port		UEPPB UEPPR	UEPPB	24.37						19.99	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion		UEPPB UEPPR	USACB	0	174.35	174.35				19.99	19.99	19.99
ADDITIONAL NRCs													
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPPB UEPPR	LNPCX	0.35	0	0						
B-CHANNEL USER PROFILE ACCESS:													
	CVS/CSD (DMS/5ESS)		UEPPB UEPPR	U1UCA	0	0	0						
	CVS (EWS)		UEPPB UEPPR	U1UCB	0	0	0						
	CSD		UEPPB UEPPR	U1UCC	0	0	0						
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)													
USER TERMINAL PROFILE													
	User Terminal Profile (EWS only)		UEPPB UEPPR	U1UMA	0	0	0						
VERTICAL FEATURES													
	All Vertical Features - One per Channel B User Profile		UEPPB UEPPR	UEPVF	3.4	0	0						
INTEROFFICE CHANNEL MILEAGE													
	Interoffice Channel mileage each, including first mile and facilities termination		UEPPB UEPPR	M1GNC	17.42	137.48	52.58				19.99	19.99	19.99
	Interoffice Channel mileage each, additional mile		UEPPB UEPPR	M1GNM	0.0282	0	0			0			
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT													
UNE Port/Loop Combination Rates													
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Statewide	sw	UEPPP		241.72								
UNE Loop Rates													
	4-Wire DS1 Digital Loop - UNE Zone 3	3	UEPPP	USL4P									
UNE Port Rate													
	Exchange Ports - 4-Wire ISDN DS1 Port		UEPPP	UEPPP	179.01						19.99	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED													
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is		UEPPP	USACP	0	481.51	481.51				19.99	19.99	19.99
ADDITIONAL NRCs													
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2-Way Tel Nos - NC Only		UEPPP	PR7TG		1.17	1.17				19.99	19.99	19.99
	4-Wire DS1 Loop/4-Wire ISDN Digital Trunk Port - Subsequent Activity Outward tel nos. (NC only)		UEPPP	PR7TP		28.17	28.17				19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance		UEPPP	PR7ZT		56.33	56.33				19.99	19.99	19.99
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPPP	LNPCN	1.75								
INTERFACE (Provisioning Only)													
	Voice/Data		UEPPP	PR71V	0	0	0						
	Digital Data		UEPPP	PR71D	0	0	0						
	Inward Data		UEPPP	PR71E	0	0	0						
New or Additional "B" Channel													
	New or Additional - Voice/Data B Channel		UEPPP	PR7BV	0	36.92					19.99	19.99	19.99
	New or Additional - Digital Data B Channel		UEPPP	PR7BF	0	36.92					19.99	19.99	19.99
	New or Additional Inward Data B Channel		UEPPP	PR7BD	0	36.92					19.99	19.99	19.99
	New or Additional Usage Sensitive Voice Data B Channel		UEPPP	PR7BS	0	36.92					19.99	19.99	19.99
	New or Additional Usage Sensitive Digital Data B Channel		UEPPP	PR7BU	0	36.92					19.99	19.99	19.99

**Unbundled Network Elements
NORTH CAROLINA**

CALL TYPES													
	Inward			UEPPP	PR7C1	0	0	0					
	Outward			UEPPP	PR7C0	0	0	0					
	Two-way			UEPPP	PR7CC	0	0	0					
Interoffice Channel Mileage													
	Fixed Each Including First Mile			UEPPP	1LN1A	71.3683	217.17	163.75	0		19.99	19.99	19.99
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.0783							
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT													
UNE Port/Loop Combination Rates													
	4W DS1 Digital Loop/4W DDITS Trunk Port - Statewide	sw		UEPDC		186.23					19.99	19.99	19.99
UNE Loop Rates													
	4-Wire DS1 Digital Loop - Statewide	sw		UEPDC	USLDC	62.71	714.84	482.62			19.99	19.99	19.99
UNE Port Rate													
	4-Wire DDITS Digital Trunk Por			UEPDC	UDD1T	123.65					19.99	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED													
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-i			UEPDC	USAC4		288.86	133.87			19.99	19.99	19.99
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		288.86	133.37			19.99	19.99	19.99
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		288.86	133.37			19.99	19.99	19.99
ADDITIONAL NRCs													
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		127.63	127.63					
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.81	28.81			19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.81	28.81			19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.81	28.81			19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.81	28.81			19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.81	28.81			19.99	19.99	19.99
BIPOLAR 8 ZERO SUBSTITUTION													
	B8ZS - Superframe Format			UEPDC	CCOSF		0	615			19.99	19.99	19.99
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0	615			19.99	19.99	19.99
Alternate Mark Inversion													
	AMI - Superframe Format			UEPDC	MCOSF		0	0					
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0	0					
Telephone Number/Trunk Group Establishment Charges													
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX		0						
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY		0				19.99		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ		0				19.99		
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ		0	0	0		19.99		
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4		0				19.99		
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5		0				19.99		
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6		0	0	0		19.99		
	Reserve DID Numbers			UEPDC	NDV		0	0	0		19.99		
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port													
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	71.29	217.17	163.75	0	0		19.99	19.99
	Interoffice Channel Mileage - Additional rate per mile - 0-8 mile:			UEPDC	1LNOA	0.0783	0	0					
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0	0	0					
	Interoffice Channel Mileage - Additional rate per mile - 9-25 mile:			UEPDC	1LNOB	0.0783	0	0					
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0	0	0	0				
	Interoffice Channel Mileage - Additional rate per mile - 25+ mile:			UEPDC	1LNOC	0.0783	0	0					
	Local Number Portability, per DSO Activatec			UEPDC	LNPCP	3.15	0	0	0				
	Central Office Terminating Point			UEPDC	CTG	0							
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT													
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations													
Each System can have up to 24 combinations of rates depending on type and number of ports used													
UNE DS1 Loop													
	4-wire DS1 Loop UNE - Statewide	sw		UEPMG	USLDC	62.71					19.99		
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)													
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	123.06	0	0					

**Unbundled Network Elements
NORTH CAROLINA**

	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35													
FEATURES																			
	All Features Offered			UEPRX	UEPVF	0	0	0											
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-it			UEPRX	USAC2		41.5	41.5											
	2-Wire Voice Grade Loop / Line Port Combination - Switch with changt			UEPRX	USACC		41.5	41.5											
ADDITIONAL NRCs																			
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequen			UEPRX	USAS2		0	0											
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																			
UNE Port/Loop Combination Rates																			
	2-Wire VG Loop/Port Combo - Statewide		sw				28.18												
UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPBX	UEPLX		14.18												
2-Wire Voice Grade Line Port (Bus)																			
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14	90	90					40.18	9.45					
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14	90	90					40.18	9.45					
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14	90	90					40.18	9.45					
LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35													
FEATURES																			
NONRECURRING CHARGES - CURRENTLY COMBINED																			
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-it			UEPBX	USAC2		41.5	41.5											
	2-Wire Voice Grade Loop / Line Port Combination - Switch with changt			UEPBX	USACC		41.5	41.5											
ADDITIONAL NRCs																			
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequen			UEPBX	USAS2		0	0											
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																			
UNE Port/Loop Combination Rates													40.18	9.45	20	20			
	2-Wire VG Loop/Port Combo - Statewide		sw				28.18												
UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPRG	UEPLX		14.18												
2-Wire Voice Grade Line Port Rates (RES - PBX)																			
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Re:			UEPRG	UEPRD	14	90	90					40.18	9.45					
LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15													
FEATURES																			
NONRECURRING CHARGES - CURRENTLY COMBINED																			
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-It			UEPRG	USAC2		41.5	41.5											
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Changt			UEPRG	USACC		41.5	41.5											
ADDITIONAL NRCs																			
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0	0											
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																			
UNE Port/Loop Combination Rates																			
	2-Wire VG Loop/Port Combo - Statewide		sw				28.18												
UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPPX	UEPLX		14.18												
2-Wire Voice Grade Line Port Rates (BUS - PBX)																			
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14	90	90					40.18	9.45					
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14	90	90					40.18	9.45					
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14	90	90					40.18	9.45					
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14	90	90					40.18	9.45					
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Por			UEPPX	UEPXA	14	90	90					40.18	9.45					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Port			UEPPX	UEXPB	14	90	90					40.18	9.45					
	2-Wire Voice Unbundled PBX LD DDD Terminals Por			UEPPX	UEPXC	14	90	90					40.18	9.45					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Por			UEPPX	UEXPD	14	90	90					40.18	9.45					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Por			UEPPX	UEPXE	14	90	90					40.18	9.45					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Poi			UEPPX	UEPXL	14	90	90					40.18	9.45					

**Unbundled Network Elements
NORTH CAROLINA**

	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Poi		UEPPX	UEPXM	14	90	90					40.18	9.45		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEPXS	14	90	90					40.18	9.45		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Por		UEPPX	UEPXS	14	90	90					40.18	9.45		
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)		UEPPX	LNPCP	3.15										
FEATURES															
NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is		UEPPX	USAC2		41.5	41.5								
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change		UEPPX	USACC		41.5	41.5								
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent		UEPPX	USAS2		0	0								
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring					0	0								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64					19.99	19.99	19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Statewide					28.18									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		UEPCO	UEPLX		14.18									
2-Wire Voice Grade Line Port Rates (Coin)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (NC)		UEPCO	UEPND	14	90	90					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening (NC)		UEPCO	UEPNC	14	90	90					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)		UEPCO	UEPRP	14							40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC)		UEPCO	UEPNB	14	90	90					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)		UEPCO	UEPCA	14	90	90					40.18	9.45		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (NC)		UEPCO	UEPNE	14	90	90					40.18	9.45		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC)		UEPCO	UEPCL	14	90	90					40.18	9.45		
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)		UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is		UEPCO	USAC2		41.5	41.5								
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change		UEPCO	USACC		41.5	41.5								
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent		UEPCO	USAS2		0	0								

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
DIECA Communications, Inc. d/b/a
Covad Communications Company**

Dated May 30, 2001

This Agreement refers to the Interconnection Agreement (“the Agreement”) entered into by DIECA Communications, Inc. d/b/a Covad Communications Company (“DIECA”), a California corporation and BellSouth Telecommunications, Inc. (“BellSouth”), a Georgia corporation on May 30, 2001. This Amendment (“Amendment”) is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

WHEREAS, BellSouth and DIECA entered into the Agreement on May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIECA and BellSouth (individually, a “Party” and collectively, the “Parties”) hereby covenant and agree as follows:

1. Those permanent rates established by the Florida Public Service Commission (FPSC) in Docket No. 990649-TP for certain Unbundled Network Elements in Florida are as set forth in Exhibit 1-FL attached hereto and incorporated herein by this reference. To the extent that any rate element set forth in Exhibit 1-FL corresponds to a rate element set forth in the Expired Agreement, such rate element in the Expired Agreement is hereby deleted and replaced with the corresponding rate element in Exhibit 1-FL.
2. The Parties agree that all of the other provisions of the Interconnection Agreement between DIECA and BellSouth, dated May 30, 2001, shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DIECA Communications, Inc. d/b/a

Covad Communications Company

Original Signature on File

Signature
Dhruv Khanna

Name

**Executive-VP & General
Counsel**

Title
Not Dated

Date

BellSouth Telecommunications, Inc.

Original Signature on File

Signature
C. W. Boltz

Name

Managing Director

Title
10/17/01

Date

Exhibit 1-FL

RESALE DISCOUNTS AND RATES

		FLORIDA
APPLICABLE DISCOUNTS		
RESIDENCE		21.83%
BUSINESS		16.81%
CSAs*		
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.		
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES		
<u>ELEMENT</u>	<u>USOC</u>	
Electronic LSR	SOMEK	\$3.50
Manual LSR	SOMAN	\$19.99
ODUF/EODUF/CMDS RATES		
ENHANCED OPTION DAILY USAGE FILE (EODUF)		
EODUF: Message Processing, per message		0.22245100
OPTIONAL DAILY USAGE FILE (ODUF)		
ODUF: Recording, per message		0.00000680
ODUF: Message Processing, per message		0.00661400
ODUF: Message Processing, per Magnetic Tape provisioned		48.77000000
ODUF: Data Transmission (CONNECT:DIRECT), per msg		0.00010772

**Unbundled Network Elements
FLORIDA**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)															
							Nonrecurring					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	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																											
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	44.68	20.57	23.1	5.92		10.73			1.65											
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.26	44.68	20.57	23.1	5.92		10.73			1.65											
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	30.75	44.68	20.57	23.1	5.92		10.73			1.65											
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR, UEPSB	UEALS	11.74	44.68	20.57	23.1	5.92		10.73			1.65											
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR, UEPSB	UEALS	16.26	44.68	20.57	23.1	5.92		10.73			1.65											
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR, UEPSB	UEALS	30.75	44.68	20.57	23.1	5.92		10.73			1.65											
		Engineering Information Document (EI)			UEANL			28.77	28.77																		
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.12	8.12																		
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		20.75	20.75																		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.43	122.38	74.35	57.28	10.83		10.73			1.65											
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.6	122.38	74.35	57.28	10.83		10.73			1.65											
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	35.18	122.38	74.35	57.28	10.83		10.73			1.65											
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		20.75																			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.43	122.38	74.35	57.28	10.83		10.73			1.65											
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.6	122.38	74.35	57.28	10.83		10.73			1.65											
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	35.18	122.38	74.35	57.28	10.83		10.73			1.65											
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		20.75																			
4-WIRE ANALOG VOICE GRADE LOOP																											
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.23	151.34	103.82	60.47	14.02		10.73			1.65											
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	29.41	151.34	103.82	60.47	14.02		10.73			1.65											
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	55.63	151.34	103.82	60.47	14.02		10.73			1.65											
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		20.75																			
2-WIRE ISDN DIGITAL GRADE LOOP																											
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	20.44	133.15	85.12	56.1	9.65		10.73			1.65											
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	28.31	133.15	85.12	56.1	9.65		10.73			1.65											
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	53.56	133.15	85.12	56.1	9.65		10.73			1.65											
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		20.75																			
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																											
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	20.44	133.15	85.12	56.1	9.65		10.73			1.65											
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	28.31	133.15	85.12	56.1	9.65		10.73			1.65											
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	53.56	133.15	85.12	56.1	9.65		10.73			1.65											
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																											
		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	11.52	134.8	93.62	67.66	14.09		10.73			1.65											
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	15.96	134.8	93.62	67.66	14.09		10.73			1.65											
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.19	134.8	93.62	67.66	14.09		10.73			1.65											
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		20.75																			

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	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2W	11.52	112.55	64.12	54.67	8.22		10.73		1.65
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2W	15.96	112.55	64.12	54.67	8.22		10.73		1.65
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	3	UAL	UAL2W	30.19	112.55	64.12	54.67	8.22		10.73		1.65
	Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL		20.75							
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE 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	9.12	143.43	102.25	67.66	14.09		10.73		1.65
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	2	UHL	UHL2X	12.63	143.43	102.25	67.66	14.09		10.73		1.65
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	3	UHL	UHL2X	23.9	143.43	102.25	67.66	14.09		10.73		1.65
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		20.75							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	UHL	UHL2W	9.12	121.17	72.75	54.67	8.22		10.73		1.65
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2	UHL	UHL2W	12.63	121.17	72.75	54.67	8.22		10.73		1.65
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3	UHL	UHL2W	23.9	121.17	72.75	54.67	8.22		10.73		1.65
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		20.75							
	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	14.24	174.28	125.3	69.56	11.37		10.73		1.65
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4X	19.72	174.28	125.3	69.56	11.37		10.73		1.65
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4X	37.31	174.28	125.3	69.56	11.37		10.73		1.65
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		20.75							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	UHL	UHL4W	14.24	152.02	104.11	56.57	10.12		10.73		1.65
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4W	19.72	152.02	104.11	56.57	10.12		10.73		1.65
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4W	37.31	152.02	104.11	56.57	10.12		10.73		1.65
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		20.75							
	4-WIRE DS1 DIGITAL LOOP												
	4-Wire DS1 Digital Loop - Zone 1	1	USL	USLXX	69.22	282.15	163.51	47.4	10.22		10.73		1.65
	4-Wire DS1 Digital Loop - Zone 2	2	USL	USLXX	95.89	282.15	163.51	47.4	10.22		10.73		1.65
	4-Wire DS1 Digital Loop - Zone 3	3	USL	USLXX	181.38	282.15	163.51	47.4	10.22		10.73		1.65
	Order Coordination for Specified Conversion Time (per LSR)		USL	OCOSL		20.75							
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP												
	4 Wire Unbundled Digital 19.2 Kbps	1	UDL	UDL19	24.48	145.66	98.14	60.47	14.02		10.73		1.65
	4 Wire Unbundled Digital 19.2 Kbps	2	UDL	UDL19	33.91	145.66	98.14	60.47	14.02		10.73		1.65
	4 Wire Unbundled Digital 19.2 Kbps	3	UDL	UDL19	64.14	145.66	98.14	60.47	14.02		10.73		1.65
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1	1	UDL	UDL56	24.48	145.66	98.14	60.47	14.02		10.73		1.65
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2	2	UDL	UDL56	33.91	145.66	98.14	60.47	14.02		10.73		1.65
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3	3	UDL	UDL56	64.14	145.66	98.14	60.47	14.02		10.73		1.65
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCOSL		20.75							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1	1	UDL	UDL64	24.48	145.66	98.14	60.47	14.02		10.73		1.65
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2	2	UDL	UDL64	33.91	145.66	98.14	60.47	14.02		10.73		1.65
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3	3	UDL	UDL64	64.14	145.66	98.14	60.47	14.02		10.73		1.65
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCOSL		20.75							
	2-WIRE Unbundled COPPER LOOP												
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	1	UCL	UCLPB	11.52	133.88	92.7	67.66	14.09		10.73		1.65
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	2	UCL	UCLPB	15.96	133.88	92.7	67.66	14.09		10.73		1.65
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	3	UCL	UCLPB	30.19	133.88	92.7	67.66	14.09		10.73		1.65

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	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		8.12	8.12										
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	1	UCL	UCLPW	11.52	111.62	63.19	54.67	8.22		10.73						1.65
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	2	UCL	UCLPW	15.96	111.62	63.19	54.67	8.22		10.73						1.65
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	3	UCL	UCLPW	30.19	111.62	63.19	54.67	8.22		10.73						1.65
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		8.12	8.12										
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	1	UCL	UCL2L	33.57	133.88	92.7	67.66	14.09		10.73						1.65
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	2	UCL	UCL2L	46.5	133.88	92.7	67.66	14.09		10.73						1.65
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	3	UCL	UCL2L	87.96	133.88	92.7	67.66	14.09		10.73						1.65
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		8.12	8.12										
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	1	UCL	UCL2W	33.57	111.62	63.19	54.67	8.22		10.73						1.65
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	2	UCL	UCL2W	46.5	111.62	63.19	54.67	8.22		10.73						1.65
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	3	UCL	UCL2W	87.96	111.62	63.19	54.67	8.22		10.73						1.65
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		8.12	8.12										
	4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	1	UCL	UCL4S	16.18	160.36	119.69	69.56	15.99		10.73						1.65
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	2	UCL	UCL4S	22.41	160.36	119.69	69.56	15.99		10.73						1.65
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	3	UCL	UCL4S	42.39	160.36	119.69	69.56	15.99		10.73						1.65
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		8.12	8.12										
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	1	UCL	UCL4W	16.18	138.1	90.19	56.57	10.12		10.73						1.65
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	2	UCL	UCL4W	22.41	138.1	90.19	56.57	10.12		10.73						1.65
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	3	UCL	UCL4W	42.39	138.1	90.19	56.57	10.12		10.73						1.65
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		8.12	8.12										
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	1	UCL	UCL4L	57.88	160.36	119.69	69.56	15.99		10.73						1.65
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	2	UCL	UCL4L	80.18	160.36	119.69	69.56	15.99		10.73						1.65
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	3	UCL	UCL4L	151.67	160.36	119.69	69.56	15.99		10.73						1.65
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		8.12	8.12										
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	1	UCL	UCL4O	57.88	138.1	90.19	56.57	10.12		10.73						1.65
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	2	UCL	UCL4O	80.18	138.1	90.19	56.57	10.12		10.73						1.65
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	3	UCL	UCL4O	151.67	138.1	90.19	56.57	10.12		10.73						1.65
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		8.12	8.12										
	LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft		UAL, UHL, UCL, UEQ, ULS	ULM2L	0	0	0	0									
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k f		UCL, ULS	ULM2G		309.32	309.32										
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft		UHL, UCL	ULM4L		0	0										
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k f		UCL	ULM4G		309.32	309.32										
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		9.48	9.48										
	SUB-LOOPS																
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I	UEANL	USBSA		467.08	467.08				10.73						1.65
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I	UEANL	USBSB		11.27	11.27				10.73						1.65
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I	UEANL	USBSC		152.58	152.58				10.73						1.65
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I	UEANL	USBSD		43.54	43.54				10.73						1.65

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	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN2	6.9	54.26	19.64	37.03	4.1		10.73			1.65
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN2	9.56	54.26	19.64	37.03	4.1		10.73			1.65
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN2	18.08	54.26	19.64	37.03	4.1		10.73			1.65
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		8.12	8.12							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN4	7.35	62.05	27.42	37.98	5.05		10.73			1.65
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN4	10.18	62.05	27.42	37.98	5.05		10.73			1.65
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN4	19.25	62.05	27.42	37.98	5.05		10.73			1.65
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		8.12	8.12							
	Sub-Loop 2-Wire IntraBuilding Network Cable (INC)	I	UEANL	USBR2	3.33	46.74	12.11	37.03	4.1		10.73			1.65
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		8.12	8.12							
	Sub-Loop 4-Wire IntraBuilding Network Cable (INC)	I	UEANL	USBR4	6.32	50.41	15.78	37.98	5.05		10.73			1.65
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		8.12	8.12							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I 1	UEF	UCS2X	5.66	54.26	19.64	37.03	4.1		10.73			1.65
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I 2	UEF	UCS2X	7.83	54.26	19.64	37.03	4.1		10.73			1.65
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I 3	UEF	UCS2X	14.82	54.26	19.64	37.03	4.1		10.73			1.65
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC		23.24	23.24							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I 1	UEF	UCS4X	4.72	62.05	27.42	37.98	5.05		10.73			1.65
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I 2	UEF	UCS4X	6.53	62.05	27.42	37.98	5.05		10.73			1.65
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I 3	UEF	UCS4X	12.36	62.05	27.42	37.98	5.05		10.73			1.65
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC		8.12	8.12							
	Sub-Loop Feeder													
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up		UEA, UDN,UCL,UDL,UD C	USBFW		467.08								
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up		UEA, UDN,UCL,UDL,UD C	USBFX		11.27	11.27							
	USL Feeder DS1 Set-up at DSX location, per DS1 termination		USL	USBFZ		522.41	11.32							
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1	1	UEA	USBFA	7.6	83.62	46.2	45.57	10.19		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2	2	UEA	USBFA	10.53	83.62	46.2	45.57	10.19		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3	3	UEA	USBFA	19.92	83.62	46.2	45.57	10.19		10.73			1.65
	Order Coordination for Specified Conversion Time, per LSR		UEA	OCOSL		20.75								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1	1	UEA	USBFB	7.6	83.62	46.2	45.57	10.19		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2	2	UEA	USBFB	10.53	83.62	46.2	45.57	10.19		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3	3	UEA	USBFB	19.92	83.62	46.2	45.57	10.19		10.73			1.65
	Order Coordination for Specified Time Conversion, per LSR		UEA	OCOSL		20.75								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1	1	UEA	USBFC	7.6	83.62	46.2	45.57	10.19		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2	2	UEA	USBFC	10.53	83.62	46.2	45.57	10.19		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3	3	UEA	USBFC	19.92	83.62	46.2	45.57	10.19		10.73			1.65
	Order Coordination For Specified Conversion Time, per LSF		UEA	OCOSL		20.75								
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1	1	UEA	USBFD	16.05	96.4	58.12	48.55	11.33		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2	2	UEA	USBFD	22.23	96.4	58.12	48.55	11.33		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3	3	UEA	USBFD	42.06	96.4	58.12	48.55	11.33		10.73			1.65
	Order Coordination For Specified Conversion Time, Per LSF		UEA	OCOSL		20.75								
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1	1	UEA	USBFE	16.05	96.4	58.12	48.55	11.33		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2	2	UEA	USBFE	22.23	96.4	58.12	48.55	11.33		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3	3	UEA	USBFE	42.06	96.4	58.12	48.55	11.33		10.73			1.65
	Order Coordination For Specified Conversion Time, Per LSF		UEA	OCOSL		20.75								
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1	1	UDN	USBFF	16.18	98.91	60.12	46.95	9.74		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2	2	UDN	USBFF	22.41	98.91	60.12	46.95	9.74		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3	3	UDN	USBFF	42.39	98.91	60.12	46.95	9.74		10.73			1.65
	Order Coordination For Specified Conversion Time, Per LSF		UDN	OCOSL		20.75								
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)	1	UDC	USBFS	16.18	98.91	60.12	46.95	9.74		10.73			1.65
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)	2	UDC	USBFS	22.41	98.91	60.12	46.95	9.74		10.73			1.65
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)	3	UDC	USBFS	42.39	98.91	60.12	46.95	9.74		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1	1	USL	USBFG	43.64	120.61	70.34	65.07	16.2		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2	2	USL	USBFG	60.45	120.61	70.34	65.07	16.2		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3	3	USL	USBFG	114.36	120.61	70.34	65.07	16.2		10.73			1.65
	Order Coordination For Specified Conversion Time, Per LSF		USL	OCOSL		20.75								
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1	1	UCL	USBFH	6.65	76.87	38.08	45.64	8.43		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2	2	UCL	USBFH	9.22	76.87	38.08	45.64	8.43		10.73			1.65
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3	3	UCL	USBFH	17.44	76.87	38.08	45.64	8.43		10.73			1.65
	Order Coordination For Specified Conversion Time, per LSF		UCL	OCOSL		20.75								
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1	1	UCL	USBFJ	12.76	89.85	51.57	46.59	9.38		10.73			1.65
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2	2	UCL	USBFJ	17.67	89.85	51.57	46.59	9.38		10.73			1.65
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3	3	UCL	USBFJ	33.43	89.85	51.57	46.59	9.38		10.73			1.65
	Order Coordination For Specified Conversion Time, per LSF		UCL	OCOSL		20.75								
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	1	UDL	USBFN	17.52	90.72	52.43	48.55	11.33		10.73			1.65
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	2	UDL	USBFN	24.28	90.72	52.43	48.55	11.33		10.73			1.65

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	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	3	UDL	USBFN	45.92	90.72	52.43	48.55	11.33		10.73		1.65
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFO	17.52	90.72	52.43	48.55	11.33		10.73		1.65
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFO	24.28	90.72	52.43	48.55	11.33		10.73		1.65
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFO	45.92	90.72	52.43	48.55	11.33		10.73		1.65
	Order Coordination For Specified Time Conversion, per LSF		UDL	OCOSL		20.75							
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFP	17.52	90.72	52.43	48.55	11.33		10.73		1.65
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFP	24.28	90.72	52.43	48.55	11.33		10.73		1.65
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFP	45.92	90.72	52.43	48.55	11.33		10.73		1.65
	Order Coordination For Specified Conversion Time, per LSF		UDL	OCOSL		20.75							
	Unbundled Sub-Loop Modification												
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR		UEF	ULM2X		9.11	9.11				10.73		1.65
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR		UEF	ULM4X		9.11	9.11				10.73		1.65
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded		UEF	ULM4T		14.05	14.05				10.73		1.65
	Unbundled Network Terminating Wire (UNTW)												
	Unbundled Network Terminating Wire (UNTW) per Pai		UENTW	UENPP	0.3682	21.85	21.85				10.73		1.65
	Network Interface Device (NID)												
	Network Interface Device (NID) - 1-2 lines		UENTW	UND12		63.72	40.94				10.73		1.65
	Network Interface Device (NID) - 1-6 lines		UENTW	UND16		105.96	83.17				10.73		1.65
	Network Interface Device Cross Connect - 2 W		UENTW	UNDC2		7.12	7.12				10.73		1.65
	Network Interface Device Cross Connect - 4W		UENTW	UNDC4		7.12	7.12				10.73		1.65
	UNBUNDLED LOOP CONCENTRATION												
	Unbundled Loop Concentration - System A (TR008)		ULC	UCT8A	461.86	324.01	324.01				10.73		1.65
	Unbundled Loop Concentration - System B (TR008)		ULC	UCT8B	54.91	135	135				10.73		1.65
	Unbundled Loop Concentration - System A (TR303)		ULC	UCT3A	500.74	324.01	324.01				10.73		1.65
	Unbundled Loop Concentration - System B (TR303)		ULC	UCT3B	92.53	135	135				10.73		1.65
	Unbundled Loop Concentration - DS1 Loop Interface Card		ULC	UCTCO	5.18	64.65	46.45	16.67	4.35		10.73		1.65
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)		UDN	ULCC1	8.22	14.96	14.88	6.11	6.07		10.73		1.65
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)		UDC	ULCCU	8.22	14.96	14.88	6.11	6.07		10.73		1.65
	Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)		UEA	ULCC2	2.06	14.96	14.88	6.11	6.07		10.73		1.65
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)		UEA	ULCCR	12.22	14.96	14.88	6.11	6.07		10.73		19.99
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)		UEA	ULCC4	7.29	14.96	14.89	6.11	6.07		10.73		1.65
	Unbundled Loop Concentration - TEST CIRCUIT Card		ULC	UCTTC	35.63	14.96	14.88	6.11	6.07		10.73		1.65
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface		UDL	ULCC7	10.8	14.96	14.88	6.11	6.07		10.73		1.65
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface		UDL	ULCC5	10.8	14.96	14.88	6.11	6.07		10.73		1.65
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface		UDL	ULCC6	10.8	14.96	14.88	6.11	6.07		10.73		1.65
	UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)												
	UNE OTHER, PROVISIONING ONLY - NO RATE												
	NID - Dispatch and Service Order for NID installation		UENTW	UNDBX									
	UNTW Circuit Id Establishment, Provisioning Only - No Rate		UENTW	UENCE									
	Unbundled Contract Name, Provisioning Only - No Rate		UEANL,UEF,UEQ, UENTW	UNECCN									
	Unbundled Contact Name, Provisioning Only - no rate		UAL,UCL,UDC,UDL,UDN,UEA,UHL,UULC	UNECCN	0	0							
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate		UEA,UDN,UCL,UDC	USBFQ	0	0							
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate		UEA,USL,UCL,UDL	USBFR	0	0							
	Unbundled DS1 Loop - Superframe Format Option - no rate		USL	CCOSF	0	0							
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate		USL	CCOEF	0	0							
	HIGH CAPACITY UNBUNDLED LOCAL LOOP												
	NOTE: 4 month minimum billing period												
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month		UE3	1L5ND	10.06								
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month		UE3	UE3PX	387.1	501.59	309.24	125.43	87.3		10.73		1.65
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month		UDLSX	1L5ND	10.06								
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month		UDLSX	UDLS1	426.68	501.59	309.24	125.43	87.3		10.73		1.65

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LOOP MAKE-UP												
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW	43.1	43.1					
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP	45.72	45.72					
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK	0.6757	0.6757					
UNBUNDLED TRANSPORT												
COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU					0.0000039						
	Common Transport - Facilities Termination Per MOL					0.0004579						
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0084						
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	26.02	42.69	28.66	16.51	6.34	10.73	1.65
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0084						
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	26.02	42.69	28.66	16.51	6.34	10.73	1.65
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0084						
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	23.2	42.69	28.66	16.51	6.34	10.73	1.65
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0084						
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	18.95	42.69	28.66	16.51	6.34	10.73	1.65
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0084						
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	18.95	42.69	28.66	16.51	6.34	10.73	1.65
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1												
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.171						
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	90.87	95.16	88.78	16.74	14.85	10.73	1.65
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3												
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.57						
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1101	302.43	197.7	64.94	63.61	10.73	1.65
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1												
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.57						
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	1085	302.43	197.7	64.94	63.61	10.73	1.65
LOCAL CHANNEL - DEDICATED TRANSPORT												
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months												
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1		1	ULCVX	ULDV2	21.04	239.67	42.34	33.93	3.61	10.73	1.65
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2		2	ULCVX	ULDV2	29.15	239.67	42.34	33.93	3.61	10.73	1.65
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3		3	UNCVX	ULDV2	55.14	239.67	42.34	33.93	3.61	10.73	1.65
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per month - Zone 1		1	ULCVX	ULDR2	21.04	239.67	42.34	33.93	3.61	10.73	1.65
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 2		2	ULCVX	ULDR2	29.15	239.67	42.34	33.93	3.61	10.73	1.65
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 3		3	UNCVX	ULDR2	55.14	239.67	42.34	33.93	3.61	10.73	1.65
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1		1	UNCVX	ULDV4	21.91	240.3	42.97	34.47	4.15	10.73	1.65
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2		2	UNCVX	ULDV4	30.35	240.3	42.97	34.47	4.15	10.73	1.65
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3		3	UNCVX	ULDV4	57.4	240.3	42.97	34.47	4.15	10.73	1.65
	Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	34.49	195.33	165.48	21.9	15.28	10.73	1.65
	Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	47.78	195.33	165.48	21.9	15.28	10.73	1.65
	Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	90.38	195.33	165.48	21.9	15.28	10.73	1.65
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.83						
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	554.83	501.59	309.24	125.43	87.3	10.73	1.65
	Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1L5NC	7.83						
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	563.73	501.59	309.24	125.43	87.3	10.73	1.65
MULTIPLEXERS												
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	151.74	91.44	64.57	10	9.46	10.73	1.65
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	2.16	9.08	6.38				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	3.76	9.08	6.38				
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	1.42	9.08	6.38				
	DS3 to DS1 Channel System per month			UXTD3	MQ3	218.7	179.66	106.96	36.37	35.22	10.73	1.65
	STS1 to DS1 Channel System per month			UXTS1	MQ3	218.7	179.66	106.96	36.37	35.22	10.73	1.65
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	14.24	9.08	6.38				

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DARK FIBER													
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel	UDF	1L5DC	54.11									
	NRC Dark Fiber - Local Channel	UDF	UDFC4		677.34	174.79	277.72	179.41		10.73			1.65
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel	UDF	1L5DF	25.14									
	NRC Dark Fiber - Interoffice Channel	UDF	UDF14		677.34	174.79	277.72	179.41		10.73			1.65
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop	UDF	1L5DL	54.11									
	NRC Dark Fiber - Local Loop	UDF	UDFL4		677.34	174.79	277.72	179.41		10.73			1.65
TRANSPORT OTHER													
Optional Features & Functions:													
	Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe	UNC1X	CCOEF		184.92	23.82	2.07	0.8		10.73			1.65
	Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channe	UNC1X	CCOSF		184.92	23.82	2.07	0.8		10.73			1.65
8XX ACCESS TEN DIGIT SCREENING													
	8XX Access Ten Digit Screening, Per Call	OHD		0.0006165									
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reservac	OHD	N8R1X		3.74	0.64				10.73			1.65
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translation:	OHD			7.92	1.06	5.2	0.64		10.73			1.65
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translation:	OHD	N8FTX		7.92	1.06	5.2	0.64		10.73			1.65
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number	OHD	N8FCX		3.74	1.87				10.73			1.65
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.	OHD	N8FMX		4.37	2.5				10.73			1.65
	8XX Access Ten Digit Screening, Change Charge Per Request	OHD	N8FAX		4.37	0.64				10.73			1.65
	8XX Access Ten Digit Screening, Call Handling and Destination Feature:	OHD	N8FDX		3.74					10.73			1.65
	8XX Access Ten Digit Screening, w/ 8XX No. Delivery, per query	OHD		0.0006165									
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query	OHD		0.0006165									
LINE INFORMATION DATA BASE ACCESS (LIDB)													
	LIDB Common Transport Per Query	OQT		0.0000195									
	LIDB Validation Per Query	OQU		0.0132254									
	LIDB Originating Point Code Establishment or Change	OQT, OQU	NRPBX		49.71	49.71	49.71	49.71		10.73			1.65
SIGNALING (CCS7)													
	CCS7 Signaling Termination, Per STP Port	1DB	PT8SX	129.77						10.73			1.65
	CCS7 Signaling Usage, Per TCAP Message	1DB		0.0000592									
	CCS7 Signaling Connection, Per link (A link)	1DB	TPP++	18.39	39.28	39.28	16.51	16.51		10.73			1.65
	CCS7 Signaling Connection, Per link (B link) (also known as D link)	1DB	TPP++	18.39	39.28	39.28	16.51	16.51		10.73			1.65
	CCS7 Signaling Usage, Per ISUP Message	1DB		0.0000148									
	CCS7 Signaling Usage Surrogate, per link per LATA	1DB	STU56	676.89						10.73			1.65
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected	1DB	CCAPO		41.5	41.5				10.73			1.65
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected	1DB	CCAPD		8	8				10.73			1.65
E911 SERVICE													
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 1			21.04	239.67	42.34	33.93	3.61		10.73			1.65
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 2			29.15	239.67	42.34	33.93	3.61		10.73			1.65
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 3			55.14	239.67	42.34	33.93	3.61		10.73			1.65
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile			0.0084									
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination			26.02	42.69	28.66	16.51	6.34		10.73			1.65
	Local Channel - Dedicated - DS1 - Zone 1			34.49	195.33	165.48	21.9	15.28		10.73			1.65
	Local Channel - Dedicated - DS1 - Zone 2			47.78	195.33	165.48	21.9	15.28		10.73			1.65
	Local Channel - Dedicated - DS1 - Zone 3			90.38	195.33	165.48	21.9	15.28		10.73			1.65
	Interoffice Transport - Dedicated - DS1 Per Mile			0.171									
	Interoffice Transport - Dedicated - DS1 Per Facility Termination			90.87	95.16	88.78	16.74	14.85		10.73			1.65
CALLING NAME (CNAM) SERVICE													
	CNAM for DB Owners, Per Query	OQV		0.0010161									
	CNAM for Non DB Owners, Per Query	OQV		0.0010161									
	CNAM For DB Owners - Service Establishment	OQV			22.85	22.85	17.14	17.14		10.73			1.65
	CNAM For Non DB Owners - Service Establishment	OQV			22.85	22.85	17.14	17.14		10.73			1.65
	CNAM For DB Owners - Service Provisioning With Point Code Establishmen	OQV			1435	1061	317.7	233.6		10.73			1.65
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishmen	OQV			492.73	355.07	322.83	233.6		10.73			1.65
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)	OQV	CDDCH		595	595				10.73			1.65
LNP QUERY SERVICE													

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AIN - BELLSOUTH AIN TOOLKIT SERVICE													
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup		BAPSC	39.27	39.27	33.04	33.04			10.73		1.65
		AIN Toolkit Service - Training Session, Per Customer		BAPVX	8406	8406					10.73		1.65
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt		BAPTT	7.79	7.79	7.38	7.38			10.73		1.65
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay		BAPTD	7.79	7.79	7.38	7.38			10.73		1.65
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate		BAPTM	7.79	7.79	7.38	7.38			10.73		1.65
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP		BAPTO	34.32	34.32	11.66	11.66			10.73		1.65
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP		BAPTC	34.32	34.32	11.66	11.66			10.73		1.65
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code		BAPTF	34.32	34.32	11.66	11.66			10.73		1.65
		AIN Toolkit Service - Query Charge, Per Query			0.0509436								
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query			0.0062787								
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes			0.06								
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		BAPMS	8	7.79	7.79	4.47	4.47		10.73		1.65
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		BAPLS	3.85	8.62	8.62				10.73		1.65
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription		BAPDS	4.28	7.79	7.79	4.47	4.47		10.73		1.65
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		BAPES	0.13	8.62	8.62				10.73		1.65
ODUF/EDOUF/ADUF/CMDS													
		ACCESS DAILY USAGE FILE (ADUF)											
		ADUF: Message Processing, per message			0.013928								
		ADUF: Data Transmission (CONNECT:DIRECT), per message			0.00012927								
		ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)											
		EODUF: Message Processing, per message			0.222451								
		OPTIONAL DAILY USAGE FILE (ODUF)											
		ODUF: Recording, per message			0.0000068								
		ODUF: Message Processing, per message			0.006614								
		ODUF: Message Processing, per Magnetic Tape provisioner			48.77								
		ODUF: Data Transmission (CONNECT:DIRECT), per message			0.00010772								
ADDITIONAL NETWORK ELEMENTS													
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.											
		When used as an individual network element in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.											
		Node (SynchroNet)											
		Node per month		UNCDX	UNCNT	16.35							
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)											
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge		UNCVX	UNCCC	8.1	8.1	8.1	8.1		10.73		1.65
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge		UNCDX	UNCCC	8.1	8.1	8.1	8.1		10.73		1.65
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge		UNC1X	UNCCC	8.1	8.1	8.1	8.1		10.73		1.65
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge		UNC3X	UNCCC	8.1	8.1	8.1	8.1		10.73		1.65
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge		UNCSX	UNCCC	8.1	8.1	8.1	8.1		10.73		1.65
		NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months											
OPERATIONAL SUPPORT SYSTEMS													
		NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions											
		NOTE: (1) Continued: The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge											
		NOTE: (1) Concluded: CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.											
		NOTE: (2) Manual Service Order charge: disconnect, in the state of Florida, to be billed on a per LSR basis											
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)		SOME		3.5							
		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											
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)													

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Exchange Ports											
NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs											
2-WIRE VOICE GRADE LINE PORT RATES (RES)											
Exchange Ports - 2-Wire Analog Line Port- Res			UEPSR	UEPRL	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res			UEPSR	UEPRC	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Exchange Ports - 2-Wire Analog Line Port outgoing only - Res			UEPSR	UEPRO	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res			UEPSR	UEPAF	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Subsequent Activity			UEPSR	USASC	0	0	0				
FEATURES											
All Available Vertical Features			UEPSR	UEPVF	2.17	0	0			10.73	1.65
2-WIRE VOICE GRADE LINE PORT RATES (BUS)											
Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bu:			UEPSB	UEPBL	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus			UEPSB	UEPBO	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bu:			UEPSB	UEPB1	1.34	3.37	3.27	1.69	1.62	10.73	1.65
Subsequent Activity			UEPSB	USASC	0	0	0				
FEATURES											
All Available Vertical Features			UEPSB	UEPVF	2.17	0	0			10.73	1.65
EXCHANGE PORT RATES (DID & PBX)											
Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.81	70.69	14.26	37.81	3.84	10.73	1.65
Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	52.73	136.24	70.1	44	2.8	10.73	1.65
Exchange Ports - 2-Wire ISDN Port (See Notes below)			UEPTX	UEPSX	U1PMA	8.46	42.22	45.69	24.91	10.73	1.65
All Features Offered			UEPTX	UEPSX	UEPVF	2.17	0	0			
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.											
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.											
Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX	UEPSX	U1UMA	0	0	0			
Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	79.35	157.42	85.8	44.89	16.43	10.73	1.65
2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bu:			UEPSP	UEPPC	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bu:			UEPSP	UEPP1	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled 2-Way PBX Usage Por			UEPSP	UEPXA	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled PBX LD DDD Terminals Por			UEPSP	UEPXC	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled PBX LD Terminal Switchboard Por			UEPSP	UEPXD	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Por			UEPSP	UEPXE	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Por			UEPSP	UEPXM	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.34	35.22	16.39	11.14	0.648	10.73	1.65
2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Por			UEPSP	UEPXS	1.34	35.22	16.39	11.14	0.648	10.73	1.65
Subsequent Activity			UEPSP	USASC	0	0	0				
FEATURES											
All Available Vertical Features			UEPSP	UEPSE	UEPVF	2.17	0	0		10.73	1.65
EXCHANGE PORT RATES (COIN)											
Exchange Ports - Coin Port					1.34	3.37	3.27	1.69	1.62	10.73	1.65
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.											
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.											
UNBUNDLED LOCAL SWITCHING, PORT USAGE											
End Office Switching (Port Usage)											
End Office Switching Function, Per MOU										0.0007341	
End Office Trunk Port - Shared, Per MOU										0.0001571	
Tandem Switching (Port Usage) (Local or Access Tandem)											

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	Tandem Switching Function Per MOU					0.0001263													
	Tandem Trunk Port - Shared, Per MOU					0.0002252													
Common Transport																			
	Common Transport - Per Mile, Per MOU					0.0000034													
	Common Transport - Facilities Termination Per MOU					0.0004493													
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																			
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																			
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																			
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																			
For Georgia and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA, TN and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																			
UNE Port/Loop Combination Rates																			
	2-Wire VG Loop/Port Combo - Zone 1		1			13.01													
	2-Wire VG Loop/Port Combo - Zone 2		2			17.15													
	2-Wire VG Loop/Port Combo - Zone 3		3			30.45													
UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	11.89													
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.03													
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	29.33													
2-Wire Voice Grade Line Port Rates (Res)																			
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.12							10.73						1.65
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.12							10.73						1.65
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.12							10.73						1.65
	2-Wire voice unbundled Florida Area Calling with Caller ID - re			UEPRX	UEPAF	1.12							10.73						1.65
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.12							10.73						1.65
FEATURES																			
	All Features Offered			UEPRX	UEPVF	2.17	0	0					10.73						1.65
LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35													
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-i			UEPRX	USAC2		0.092	0.092					10.73						
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with chang			UEPRX	USACC		0.092	0.092					10.73						
ADDITIONAL NRCs																			
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activit			UEPRX	USAS2	0	0	0											
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																			
UNE Port/Loop Combination Rates																			
	2-Wire VG Loop/Port Combo - Zone 1		1			13.01													
	2-Wire VG Loop/Port Combo - Zone 2		2			17.15													
	2-Wire VG Loop/Port Combo - Zone 3		3			30.45													
UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	11.89													
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.03													
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	29.33													
2-Wire Voice Grade Line Port (Bus)																			
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.12							10.73						1.65
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.12							10.73						1.65
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.12							10.73						1.65
	2-Wire voice unbundled incoming only port with Caller ID - Bu			UEPBX	UPEB1	1.12							10.73						1.65
LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35													
FEATURES																			
	All Features Offered			UEPBX	UEPVF	2.17	0	0					10.73						1.65

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NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-i			UEPBX	USAC2		0.092	0.092				10.73	1.65
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with chang			UEPBX	USACC		0.092	0.092					
ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activit			UEPBX	USAS2							10.73	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)													
UNE Port/Loop Combination Rates													
	2-Wire VG Loop/Port Combo - Zone 1	1						13.01					
	2-Wire VG Loop/Port Combo - Zone 2	2						17.15					
	2-Wire VG Loop/Port Combo - Zone 3	3						30.45					
UNE Loop Rates													
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1	UEPRG	UEPLX				11.89					
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2	UEPRG	UEPLX				16.03					
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEPRG	UEPLX				29.33					
2-Wire Voice Grade Line Port Rates (RES - PBX)													
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Re:			UEPRG	UEPRD			1.12				10.73	1.65
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)			UEPRG	LNPCP			3.5					
FEATURES													
	All Features Offered			UEPRG	UEPVF		2.17	0	0			10.73	1.65
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-I			UEPRG	USAC2		7.62	1.72				10.73	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.62	1.72				10.73	
ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activit			UEPRG	USAS2		0	0	0			10.73	1.65
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							7.09	7.09				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)													
UNE Port/Loop Combination Rates													
	2-Wire VG Loop/Port Combo - Zone 1	1						13.01					
	2-Wire VG Loop/Port Combo - Zone 2	2						17.15					
	2-Wire VG Loop/Port Combo - Zone 3	3						30.45					
UNE Loop Rates													
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1	UEPPX	UEPLX				11.89					
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2	UEPPX	UEPLX				16.03					
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEPPX	UEPLX				29.33					
2-Wire Voice Grade Line Port Rates (BUS - PBX)													
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC			1.12				10.73	1.65
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO			1.12				10.73	1.65
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1			1.12				10.73	1.65
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD			1.12				10.73	1.65
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Por			UEPPX	UEPXA			1.12				10.73	1.65
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Port			UEPPX	UEPXB			1.12				10.73	1.65
	2-Wire Voice Unbundled PBX LD DDD Terminals Por			UEPPX	UEPXC			1.12				10.73	1.65
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Por			UEPPX	UEPXD			1.12				10.73	1.65
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Por			UEPPX	UEPXE			1.12				10.73	1.65
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL			1.12				10.73	1.65
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Por			UEPPX	UEPXM			1.12				10.73	1.65
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO			1.12				10.73	1.65
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Por			UEPPX	UEPXS			1.12				10.73	1.65
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)			UEPPX	LNPCP			3.15					

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FEATURES	All Features Offered			UEPPX	UEPVF	2.17	0	0				10.73			1.65	
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-I			UEPPX	USAC2		7.62	1.72				10.73			1.65	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.62	1.72				10.73			1.65	
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activit			UEPPX	USAS2	0	0	0				10.73			1.65	
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1						13.01									
	2-Wire VG Coin Port/Loop Combo – Zone 2						17.15									
	2-Wire VG Coin Port/Loop Combo – Zone 3						30.45									
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	11.89										
	2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	16.03										
	2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	29.33										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1.12						10.73			1.65	
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1.12						10.73			1.65	
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1.12						10.73			1.65	
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.12						10.73			1.65	
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1.12						10.73			1.65	
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.12						10.73			1.65	
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.12						10.73			1.65	
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.12						10.73			1.65	
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.86	0	0								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
FEATURES	All Features Offered			UEPCO	UEPVF	2.17	0	0				10.73			1.65	
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-i			UEPCO	USAC2		0.092	0.092				10.73			1.65	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.092	0.092				10.73			1.65	
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activit			UEPCO	USAS2	0	0	0				10.73			1.65	
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1	1				22.22										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2	2				27.39										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3	3				43.79										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1	1	UEPPX	UECD1	13.43							10.73			1.65	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2	2	UEPPX	UECD1	18.6							10.73			1.65	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3	3	UEPPX	UECD1	35.18							10.73			1.65	
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.79						10.73			1.65	
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-i			UEPPX	USAC1	7.08	1.69	1.69				10.73			1.65	
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C	7.08	1.69	1.69				10.73			1.65	
ADDITIONAL NRCs																

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	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1			29.08	29.08				10.73			1.65	
Telephone Number/Trunk Group Establishment Charges																	
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0		0	0				10.73			1.65	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0		0	0				10.73			1.65	
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0		0	0				10.73			1.65	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0		0	0				10.73			1.65	
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0		0	0				10.73			1.65	
	Reserve DID Numbers			UEPPX	NDV	0		0	0				10.73			1.65	
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15											
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																	
UNE Port/Loop Combination Rates																	
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1	1		UEPPB	UEPPR	30.29											
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	2		UEPPB	UEPPR	36.51											
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	3		UEPPB	UEPPR	56.45											
UNE Loop Rates																	
	2-Wire ISDN Digital Grade Loop - UNE Zone 1	1		UEPPB	UEPPR	USL2X	13.43						10.73			1.65	
	2-Wire ISDN Digital Grade Loop - UNE Zone 2	2		UEPPB	UEPPR	USL2X	29.44						10.73			1.65	
	2-Wire ISDN Digital Grade Loop - UNE Zone 3	3		UEPPB	UEPPR	USL2X	49.38						10.73			1.65	
UNE Port Rate																	
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	7.07						10.73			1.65	
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0	27.61	15.33				10.73			1.65	
ADDITIONAL NRCs																	
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0	0								
B-CHANNEL USER PROFILE ACCESS:																	
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0	0	0								
	CVS (EWSD)			UEPPB	UEPPR	U1UCB	0	0	0								
	CSD			UEPPB	UEPPR	U1UCC	0	0	0								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																	
USER TERMINAL PROFILE																	
	User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0	0	0								
VERTICAL FEATURES																	
	All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	2.17	0	0								
INTEROFFICE CHANNEL MILEAGE																	
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	19.79	42.69	28.66	16.51	6.34		10.73			1.65	
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.0084	0	0				10.73			1.65	
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																	
UNE Port/Loop Combination Rates																	
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1	1		UEPPP		148.57											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2	2		UEPPP		175.24											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3	3		UEPPP		260.73											
UNE Loop Rates																	
	4-Wire DS1 Digital Loop - UNE Zone 1	1		UEPPP	USL4P	69.22							10.73			1.65	
	4-Wire DS1 Digital Loop - UNE Zone 2	2		UEPPP	USL4P	95.89							10.73			1.65	
	4-Wire DS1 Digital Loop - UNE Zone 3	3		UEPPP	USL4P	181.38							10.73			1.65	

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UNE Port Rate														
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	79.35							10.73	1.65
NONRECURRING CHARGES - CURRENTLY COMBINED														
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0	61.25	55.34					10.73	1.65
ADDITIONAL NRCs														
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsq Actvy- Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0.4879						10.73	1.65
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.46	11.46					10.73	1.65
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		22.92	22.92					10.73	1.65
LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75								
INTERFACE (Provisioning Only)														
	Voice/Data			UEPPP	PR71V	0	0	0						
	Digital Data			UEPPP	PR71D	0	0	0						
	Inward Data			UEPPP	PR71E	0	0	0						
New or Additional "B" Channel														
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0	13.96						10.73	1.65
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0	13.96						10.73	1.65
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0	13.96						10.73	1.65
	New or Additional Usage Sensitive Voice Data B Channel			UEPPP	PR7BS	0	13.96						10.73	19.99
	New or Additional Usage Sensitive Digital Data B Channel			UEPPP	PR7BU	0	13.96						10.73	1.65
CALL TYPES														
	Inward			UEPPP	PR7C1	0	0	0						
	Outward			UEPPP	PR7C0	0	0	0						
	Two-way			UEPPP	PR7CC	0	0	0						
Interoffice Channel Mileage														
	Fixed Each Including First Mile			UEPPP	1LN1A	91.04	95.15	88.78	16.74	14.85			10.73	1.65
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.171								
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT														
UNE Port/Loop Combination Rates														
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1	1		UEPDC		121.95							10.73	1.65
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2	2		UEPDC		148.62							10.73	1.65
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3	3		UEPDC		234.11							10.73	1.65
UNE Loop Rates														
	4-Wire DS1 Digital Loop - UNE Zone 1	1		UEPDC	USLDC	69.22							10.73	1.65
	4-Wire DS1 Digital Loop - UNE Zone 2	2		UEPDC	USLDC					10.22			10.73	1.65
	4-Wire DS1 Digital Loop - UNE Zone 3	3		UEPDC	USLDC	181.38							10.73	1.65
UNE Port Rate														
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	52.73							10.73	1.65
NONRECURRING CHARGES - CURRENTLY COMBINED														
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-i			UEPDC	USAC4		71.29	42.11					10.73	1.65
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		71.29	42.11					10.73	1.65
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		71.29	42.11					10.73	1.65
ADDITIONAL NRCs														
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		14.14	14.14					10.73	1.65
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.14	14.14					10.73	1.65
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.14	14.14					10.73	1.65
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.14	14.14					10.73	1.65
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.14	14.14					10.73	1.65
BIPOLAR 8 ZERO SUBSTITUTION														
	B8ZS -Superframe Format			UEPDC	CCOSF		0	655					10.73	1.65

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	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0	655				10.73			1.65	
Alternate Mark Inversion																
	AMI - Superframe Format			UEPDC	MCOSF		0	0								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0	0								
Telephone Number/Trunk Group Establishment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0						10.73				
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0						10.73				
	Telephone Number for 1-Way Inward Trunk Group Without DIF			UEPDC	UDTGZ	0						10.73				
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Number:			UEPDC	NDZ	0	0	0				10.73				
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0						10.73				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0						10.73				
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0	0	0				10.73				
	Reserve DID Numbers			UEPDC	NDV	0	0	0				10.73				
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination			UEPDC	1LNO1	90.87	95.16	88.78	16.74	14.85		10.73			1.65	
	Interoffice Channel Mileage - Additional rate per mile - 0-8 mile:			UEPDC	1LNOA	0.171	0	0								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination			UEPDC	1LNO2	0	0	0								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 mile:			UEPDC	1LNOB	0.171	0	0								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination			UEPDC	1LNO3	0	0	0	0							
	Interoffice Channel Mileage - Additional rate per mile - 25+ mile:			UEPDC	1LNOC	0.171	0	0								
	Local Number Portability, per DSO Activatec			UEPDC	LNPCP	3.15	0	0	0							
	Central Office Terminating Point			UEPDC	CTG	0										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1	1	UEPMG	USLDC	69.22	0	0									
	4-Wire DS1 Loop - UNE Zone 2	2	UEPMG	USLDC	95.69	0	0									
	4-Wire DS1 Loop - UNE Zone 3	3	UEPMG	USLDC	161.38	0	0									
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1		UEPMG	VUM24	121.31	0	0									
	48 DSO Channel Capacity - 1 per 2 DS1s		UEPMG	VUM48	242.62	0	0									
	96 DSO Channel Capacity -1per 4 DS1s		UEPMG	VUM96	485.24	0	0									
	144 DSO Channel Capacity - 1 per 6 DS1s		UEPMG	VUM144	727.86	0	0									
	192 DSO Channel Capacity -1 per 8 DS1s		UEPMG	VUM192	970.48	0	0									
	240 DSO Channel Capacity - 1 per 10 DS1s		UEPMG	VUM240	1213.1	0	0									
	288 DSO Channel Capacity - 1 per 12 DS1s		UEPMG	VUM288	1455.72	0	0									
	384 DSO Channel Capacity - 1 per 16 DS1s		UEPMG	VUM384	1940.96	0	0									
	480 DSO Channel Capacity - 1 per 20 DS1s		UEPMG	VUM480	2426.2	0	0									
	576 DSO Channel Capacity -1 per 24 DS1s		UEPMG	VUM576	2911.44	0	0									
	672 DSO Channel Capacity - 1 per 28 DS1s		UEPMG	VUM672	3396.68	0	0									
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes		UEPMG	USAC4	0	72.61	3.82					10.73			1.65	
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) In Georgia & Tennessee Only																
	NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA & TN Only		UEPMG	VUMD4	0	726.11	468.21	145.32	17.24			10.73			1.65	
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only		UEPMG	CCOSF	0	0	655					10.73			1.65	
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only		UEPMG	CCOEF	0	0	655					10.73			1.65	
Alternate Mark Inversion (AMI)																
	Superframe Format		UEPMG	MCOSF	0	0	0									
	Extended Superframe Format		UEPMG	MCOPO	0	0	0									
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business		UEPPX	UEPCX	1.34	0	0	0	0			10.73			1.65	

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	Line Side Outward Channelized PBX Trunk Port - Business		UEPPX	UEPOX	1.34	0	0	0	0	10.73		1.65
	Line Side Inward Only Channelized PBX Trunk Port without DID		UEPPX	UEP1X	1.34	0	0	0	0	10.73		1.65
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port		UEPPX	UEPDM	8.81	0	0	0	0	10.73		1.65
	Feature Activations - Unbundled Loop Concentration											
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank		UEPPX	1PQWM	0.66	25.4	13.41	3.96	3.93	10.73		1.65
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank		UEPPX	1PQWU	0.66	78.16	18.42	56.03	10.95	10.73		1.65
	Telephone Number/ Group Establishment Charges for DID Service											
	DID Trunk Termination (1 per Port)		UEPPX	NDT	0					10.73		
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)		UEPPX	NDZ	0	0	0			10.73		
	DID Numbers - groups of 20 - Valid all States		UEPPX	ND4	0	0	0			10.73		
	Non-Consecutive DID Numbers - per number		UEPPX	ND5	0	0	0			10.73		
	Reserve Non-Consecutive DID Numbers		UEPPX	ND6	0	0	0			10.73		
	Reserve DID Numbers		UEPPX	NDV	0	0	0			10.73		
	Local Number Portability											
	Local Number Portability - 1 per port		UEPPX	LNPCP	3.15	0	0					
	FEATURES - Vertical and Optional											
	Local Switching Features Offered with Line Side Ports Only											
	All Features Available		UEPPX	UEPVF	2.17	0	0			10.73		1.65
	UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES											
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.											
	These scenarios include:											
	1. Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee.											
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.											
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).											
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section. In the interim, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.											
	The Market Rate for unbundled ports includes all available features in all states.											
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).											
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.											
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)											
	UNE Port/Loop Combination Rates											
	2-Wire VG Loop/Port Combo - Zone 1	1			25.89							
	2-Wire VG Loop/Port Combo - Zone 2	2			30.03							
	2-Wire VG Loop/Port Combo - Zone 3	3			43.33							
	UNE Loop Rates											
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	11.89							
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	16.03							
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	29.33							
	2-Wire Voice Grade Line Port (Res)											
	2-Wire voice unbundled port - residence		UEPRX	UEPRL	14	90	90			10.73		1.65
	2-Wire voice unbundled port with Caller ID - res		UEPRX	UEPRC	14	90	90			10.73		1.65
	2-Wire voice unbundled port outgoing only - res		UEPRX	UEPRO	14	90	90			10.73		1.65
	2-Wire voice unbundled Florida Area Calling with Caller ID - re		UEPRX	UEPAF	14	90	90			10.73		1.65
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)		UEPRX	UEPAP	14	90	90			10.73		1.65
	LOCAL NUMBER PORTABILITY											
	Local Number Portability (1 per port)		UEPRX	LNPCX	0.35							
	FEATURES											
	All Features Offered		UEPRX	UEPVF	0	0	0					
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-i:		UEPRX	USAC2		41.5	41.5					
	2-Wire Voice Grade Loop / Line Port Combination - Switch with chang:		UEPRX	USACC		41.5	41.5					
	ADDITIONAL NRCs											
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequen		UEPRX	USAS2		0	0					
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)											
	UNE Port/Loop Combination Rates											

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	2-Wire VG Loop/Port Combo - Zone 1		1			25.89													
	2-Wire VG Loop/Port Combo - Zone 2		2			30.03													
	2-Wire VG Loop/Port Combo - Zone 3		3			43.33													
UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	11.89													
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.03													
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	29.33													
2-Wire Voice Grade Line Port (Bus)																			
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14	90	90							10.73				1.65
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14	90	90							10.73				1.65
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14	90	90							10.73				1.65
LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35													
FEATURES																			
NONRECURRING CHARGES - CURRENTLY COMBINED																			
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-i			UEPBX	USAC2						41.5	41.5							
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC						41.5	41.5							
ADDITIONAL NRCs																			
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2						0	0							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																			
UNE Port/Loop Combination Rates																			
	2-Wire VG Loop/Port Combo - Zone 1		1			25.89													
	2-Wire VG Loop/Port Combo - Zone 2		2			30.03													
	2-Wire VG Loop/Port Combo - Zone 3		3			43.33													
UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	11.89													
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.03													
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	29.33													
2-Wire Voice Grade Line Port Rates (RES - PBX)																			
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14	90	90							10.73				1.65
LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15													
FEATURES																			
NONRECURRING CHARGES - CURRENTLY COMBINED																			
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-It			UEPRG	USAC2						41.5	41.5							
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC						41.5	41.5							
ADDITIONAL NRCs																			
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring										0	0							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group										7.09	7.09			10.73				1.65
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																			
UNE Port/Loop Combination Rates																			
	2-Wire VG Loop/Port Combo - Zone 1		1			25.89													
	2-Wire VG Loop/Port Combo - Zone 2		2			30.03													
	2-Wire VG Loop/Port Combo - Zone 3		3			43.33													
UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	11.89													
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.03													
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	29.33													
2-Wire Voice Grade Line Port Rates (BUS - PBX)																			
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14	90	90							10.73				1.65
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14	90	90							10.73				1.65
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14	90	90							10.73				1.65

**Unbundled Network Elements
FLORIDA**

	2-Wire Voice Unbundled PBX LD Terminal Ports		UEPPX	UEPLD	14	90	90				10.73			1.65
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Por		UEPPX	UEPXA	14	90	90				10.73			1.65
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	14	90	90				10.73			1.65
	2-Wire Voice Unbundled PBX LD DDD Terminals Por		UEPPX	UEPXC	14	90	90				10.73			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Por		UEPPX	UEPXD	14	90	90				10.73			1.65
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Por		UEPPX	UEPXE	14	90	90				10.73			1.65
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPXL	14	90	90				10.73			1.65
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Por		UEPPX	UEPXM	14	90	90				10.73			1.65
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEPXO	14	90	90				10.73			1.65
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Por		UEPPX	UEPXS	14	90	90				10.73			1.65
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPPX	LNPCP	3.15									
	FEATURES													
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-It		UEPPX	USAC2		41.5	41.5							
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change		UEPPX	USACC		41.5	41.5							
	ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequen		UEPPX	USAS2		0	0							
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring					0	0							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.09	7.09				10.73			1.65
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT													
	UNE Port/Loop Combination Rates													
	2-Wire VG Coin Port/Loop Combo – Zone 1					25.89								
	2-Wire VG Coin Port/Loop Combo – Zone 2					30.03								
	2-Wire VG Coin Port/Loop Combo – Zone 3					43.33								
	UNE Loop Rates													
	2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX	11.89									
	2-Wire Voice Grade Loop (SL1) - Zone 2		UEPCO	UEPLX	16.03									
	2-Wire Voice Grade Loop (SL1) - Zone 3		UEPCO	UEPLX	29.33									
	2-Wire Voice Grade Line Port Rates (Coin)													
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)		UEPCO	UEP2F	14	90	90				10.73			1.65
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)		UEPCO	UEPFA	14	90	90				10.73			1.65
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)		UEPCO	UEPCG	14	90	90				10.73			1.65
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)		UEPCO	UEPRK	14	90	90				10.73			1.65
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+(FL)		UEPCO	UEPOF	14	90	90				10.73			1.65
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)		UEPCO	UEPCQ	14	90	90				10.73			1.65
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPCO	LNPCX	0.35									
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is		UEPCO	USAC2		41.5	41.5							
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change		UEPCO	USACC		41.5	41.5							
	ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequen		UEPCO	USAS2		0	0							

LOCAL INTERCONNECTION
Florida

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES					OSS RATES												
							Nonrecurring		Nonrecurring			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	First	First	Add'l	Disconnect													
												SOMEc	SOMAN	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 on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic																								
TANDEM SWITCHING																								
		Tandem Switching Function Per MOU			OHD	TPP++																		
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD	TDE0P	0.0005767bk																	
TRUNK CHARGE																								
		Installation Trunk Side Service - per DSC			OHD	TPP++		\$336.43	\$57.38															
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	\$0.00																	
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	\$0.00																	
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	\$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 element																								
LOCAL INTERCONNECTION (TRANSPORT)																								
COMMON TRANSPORT (Shared)																								
		Common Transport - Per Mile, Per MOU			OHD		0.0000034bk																	
		Common Transport - Facilities Termination Per MOU			OHD		0.0004493bk																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																								
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	\$0.0084																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	\$26.02	\$42.69	\$28.66	\$16.51	\$6.34													
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																								
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	\$0.0084																	
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	\$18.95	\$42.69	\$28.66	\$16.51	\$6.34													
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	\$0.0084																	
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	\$18.95	\$42.69	\$28.66	\$16.51	\$6.34													
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																								
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	\$0.171																	
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	\$90.87	\$95.16	\$88.78	\$16.74	\$14.85													
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																								
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$3.57																	
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$1,101.00	\$302.43	\$197.7	\$64.94	\$63.61													
LOCAL CHANNEL - DEDICATED TRANSPORT																								
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	\$21.42	\$239.67	\$42.34	\$33.93	\$3.61													

LOCAL INTERCONNECTION
Florida

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring			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	First	Add'l	First	Add'l						
							Nonrecurring		Disconnect								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	\$21.91	\$240.30	\$42.97	\$34.47	\$4.15						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$34.49	\$195.33	\$165.48	\$21.90	\$15.28						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	\$554.83	\$501.59	\$309.24	\$125.43	\$87.3						
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable															
		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 OH1M OH3	SATN1	\$151.74	\$91.44	\$64.57	\$10.00	\$9.46						
		DS3 to DS1 Channel System per month			OH3MS OH1	SATNS	\$218.7	\$179.66	\$106.96	\$36.37	\$35.22						
		DS3 Interface Unit (DS1 COCI) per month			OH1MS	SATCO	\$14.24	\$9.08	\$6.38								
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

SERVICE PROVIDER NUMBER PORTABILITY
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring		Disconnect		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	First	Add'l	First							Add'l
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	\$1.97	\$0.3738	\$0.3738	\$0.0374	\$0.0374	\$3.50	\$10.73			\$1.65	
		RCF, per number ported (Residence Line)				TNPRL	\$1.97	\$0.3738	\$0.3738	\$0.0374	\$0.0374	\$3.50	\$10.73			\$1.65	
		RCF, Per Additional Path					\$0.6878										
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		\$0.6242	\$0.6242	\$0.6242	\$0.6242	\$3.50	\$10.73			\$1.65	
		DID per number ported (Business)				TNPDB		\$0.6242	\$0.6242	\$0.6242	\$0.6242	\$3.50	\$10.73			\$1.65	
		DID, per trunk termination, Initial				TNPT2	\$52.73	\$145.42	\$145.42	\$29.51	\$29.51	\$3.50	\$10.73			\$1.65	
		DID, per trunk termination, Subsequent				TNPT2	\$52.73	\$72.65	\$72.65	\$29.51	\$29.51	\$3.50	\$10.73			\$1.65	
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
		RIPH, Functionality, Per Rearrangement						\$18.11	\$18.11				\$10.73			\$1.65	
		RIPH, Per Number Ported					\$1.75	\$0.1952	\$0.1952	\$0.0195	\$0.0195		\$10.73			\$1.65	
		RIPH, Functionality, Per Central Office						\$81.56	\$81.56	\$2.29	\$2.29		\$10.73			\$1.65	
		Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/CMDS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES											
							Nonrecurring		Disconnect		Source	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	First	Add'l	First								Add'l					
												SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
ODUF/EDOUF/ADUF/CMDS																							
		ACCESS DAILY USAGE FILE (ADUF)																					
		ADUF: Message Processing, per message				N/A	\$0.0139280																
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.000129270																
		OPTIONAL DAILY USAGE FILE (ODUF)																					
		ODUF: Recording, per message				N/A	\$0.0000068																
		ODUF: Message Processing, per message				N/A	\$0.006614																
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$48.77																
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.00010772																
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																					
		CMDS: Message Processing, per message				N/A	\$0.004																
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.001																
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																					