

BELLSOUTH® / CLEC Agreement

Customer Name: New Access Communications LLC

New Access Communications LLC - Adopt KY MCIW	2
Adoption_Papers	3
Signature Page	10
Exhibit_1_Cover_Page	11
Exhibit 2 - ATT 1, Table 1 Resale Rates	12
Exhibit 2 - ATT 1, Table 1 - UNE Rates	13
Exhibit 2 - ATT 1, Table 1 - Local_Interconnection_Rates	56
Exhibit 2 - ATT 1, Table 1 - Collocation Rates	57
Exhibit 2 - ATT 1, Table 1 - DUF, CMDS_Rates	62
Exhibit_3_-_Att_5_-_Collocation_-_Central_Office	63
Exhibit_3_-_Att_5_-_Collocation_-_Remote_Site	105
Exhibit 4 _ODUF_and_EODUF_Language	141

By and Between

BellSouth Telecommunications, Inc.

And

New Access Communications LLC

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between New Access Communications LLC, (New Access) a limited liability company on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, New Access has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCI WorldCom Communications, Inc. ("MCI") dated July 29, 2002 for the state of Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, New Access and BellSouth hereby agree as follows:

1. New Access and BellSouth shall adopt in its entirety, except for those items identified in Paragraphs 2 – 16 following, the MCI Interconnection Agreement dated July 29, 2002 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCI Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Title Pages	2
Adoption Papers	8
Exhibit 1 - Cover Page for MCI WorldCom Communications, Inc. Agreement	1
Exhibit 1 - MCI WorldCom Communications, Inc. Agreement	708
Exhibit 1 - Amendment 9/16/02	3
Exhibit 1 - Amendment 10/7/02	2

Exhibit 1 - Amendment 4/5/03	3
Exhibit 2 - Attachment 1, Table 1	49
Exhibit 3	78
Exhibit 4	5
TOTAL	859

2. The Parties hereby agree to delete Sections 9.4.1 of Attachment 4 and replace with Sections 9.4.1 as follows:
 - 9.4.1 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic.

3. The Parties hereby agree to delete Sections 9.4.7.1 – 9.4.7.9 of Attachment 4 and replace with Sections 9.4.7, 9.4.7.1 and 9.4.7.2 as follows:
 - 9.4.7 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (“ISP”) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (“EAS”) exchange as defined and specified in Section A3 of BellSouth’s General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC’s jurisdiction.

 - 9.4.7.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC’s Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (“ISP Order on Remand”), BellSouth and New Access agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or New Access that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and New Access further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or New Access that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

 - 9.4.7.2 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

4. The Parties hereby agree to delete Attachment 1, Table1 Rates in their entirety and replace with rates as set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

5. Attachment 5, Collocation is deleted in its entirety and replaced with Attachment 5, Collocation, Exhibit 3, attached hereto and incorporated herein by this reference.
6. Attachment 2, Section 1.4 of the Agreement is hereby deleted in its entirety and replaced with new Attachment 2, Section 1.4, as follows:
 - 1.4 Notwithstanding the foregoing, BellSouth may provide New Access notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.
7. Section 1.7.4 of Attachment 8 of the Agreement is hereby deleted in its entirety and replaced with a new Section 1.7.4, incorporated herein by reference, as follows:
 - 1.7.4 Deposit Policy
 - 1.7.4.1 When purchasing services from BellSouth, New Access will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the BellSouth reserves the right to secure the account with a suitable form of security deposit from New Access. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, if the Parties agree, some other form of security. Such security deposit shall be required prior to the inauguration of service. If circumstances so warrant and/or gross monthly billing increases substantially beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security deposit amounts. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth General Subscriber Services Tariff. Security deposits collected under this Section shall not exceed two (2) months' estimated billing.
 - 1.7.4.2 In determining whether a security deposit is required, BellSouth will review New Access's D&B rating and report details, New Access's payment history with BellSouth and payment history with others as available; the number of years New Access has been in business; New Access's management history and manager's length of service with New Access; liens, suits and judgments against New Access; and to the extent available, New Access's financial information. Upon the conclusion of this review, if BellSouth continues to insist on an additional security, at New Access's request, BellSouth will document in writing to New Access the details of BellSouth's credit risk

analysis directly relating to New Access within five (5) business days of the receipt of such request by BellSouth.

- 1.7.4.3 BellSouth shall review New Access's credit worthiness on a semi-annual basis, at New Access's request, or upon a substantial change in New Access's usage, in order to determine the need for adjustments to the current security amount. Dependent on the results of these reviews, BellSouth will (1) where credit worthiness has been demonstrated if a deposit is held refund the deposit; (2) where credit worthiness has not been demonstrated a new or additional deposit may be requested.
- 1.7.4.4 In the event New Access fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) days or as mutually agreed upon by the Parties, service to New Access may be terminated and any security deposits will be applied to New Access's account(s).

- 8. Attachment 6 is deleted in its entirety and replaced with the following:

“Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.”

- 9. The Parties hereby agree to add language to General Terms and Conditions as follows:

- 21.2.6 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (“PLF”) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 10. The Parties agree to add to Attachment 2, Local Resale, Exhibits C and D as set forth in Exhibit 3. The Parties also agree to add to Attachment 2, Local Resale, Section 8 – ODUF and Section 9 – EODUF, as follows:

Section 8. Optional Daily Usage File

- 8.1 The Optional Daily Usage File (“ODUF”) Agreement with terms and conditions is included in this Attachment as Exhibit C, attached hereto and incorporated herein by this reference. Rate for ODUF are as set forth in Table 1 of Attachment 1.
- 8.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

Section 9. Enhanced Optional Daily Usage File

- 9.1 The Enhanced Optional Daily Usage File (“EODUF”) service Agreement with terms and conditions is included in this Attachment as Exhibit D, attached hereto and incorporated herein by this reference. Rates for EODUF are as set forth in Table 1 of Attachment 1.
 - 9.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.
11. The Parties hereby agree to delete Sections 3.1, 3.2 and 3.3 of General Terms and Conditions and replace with Sections 3.1, 3.2 and 3.3 as follows:
- 3.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Kentucky. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the effective date.
 - 3.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eight (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“subsequent Agreement”). If, within one hundred and thirty-five (135) days of commencing the negotiation referred to above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
 - 3.3 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to New Access pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as

between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 3.2 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

12. The Parties hereby agree to add to Section 3.2.2.1, Attachment 8 as follows:
 - 3.2.2.1 New Access shall provide a toll-free nationwide (50 states) contact number for the purpose of ordering, provisioning, and maintenance of services
13. In the event that New Access consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of New Access under this Agreement.
14. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 3 of the MCI_m Interconnection Agreement for Kentucky. For the purposes of determining the expiration date of this Agreement pursuant to the 1st paragraph of the General Terms and Conditions of the MCI_m Interconnection Agreement for Kentucky, the effective date shall be July 29, 2002.
15. New Access shall accept and incorporate any amendments to the MCI_m Interconnection Agreement executed as a result of any effective judicial, regulatory, or legislative action in accordance with Section 2.3 of the General Terms and Conditions of the MCI_m Interconnection Agreement.
16. 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.

BellSouth Local Contract Manager
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

and

New Access Communications LLC

Steve Clay
801 Nicollet Mall, Suite 350
Minneapolis, MN 55402
sclay@newaccess.cc

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

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

BellSouth Telecommunications, Inc.

By: Pat Finlen

Name: Patrick Finlen

Title: Assistant Director

Date: 9-25-03

New Access Communications, LLC

By: Steven C. Clay

Name: Steven C. Clay

Title: Carrier Services President

Date: 9/22/03

**MCI WorldCom Communications, Inc.
Interconnection Agreement
July 29, 2002**

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

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
<p>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</p>															
OPERATIONAL SUPPORT SYSTEMS (OSS)															
<p>NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two.</p>															
<p>NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.</p>															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		7.86	0.00	0.99	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00								
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		10.56	46.66	22.57	26.65	7.65				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		15.34	46.66	22.57	26.65	7.65				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		31.11	46.66	22.57	26.65	7.65				
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL			8.33	0.83						
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			46.88	46.88						
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			24.16	24.16						
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO			15.78	8.94						
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM			13.49	13.49						
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			9.00	9.00						

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL								23.01	23.01									
	2-WIRE Unbundled COPPER LOOP																						
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	10.58							44.97	20.89	25.64	6.65							
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51							44.97	20.89	25.64	6.65							
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	13.19							44.97	20.89	25.64	6.65							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL								8.33	0.83									
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	UCLMC								9.00	9.00									
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU								13.49	13.49									
	Loop Testing - Basic 1st Half Hour			UEQ	URET1								46.88	46.88									
	Loop Testing - Basic Additional Half Hour			UEQ	URETA								24.16	24.16									
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO								14.27	7.43									
	UNBUNDLED EXCHANGE ACCESS LOOP																						
	2-WIRE ANALOG VOICE GRADE LOOP																						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.56							46.66	22.57	26.65	7.65							
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.56							46.66	22.57	26.65	7.65							
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34							46.66	22.57	26.65	7.65							
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.34							46.66	22.57	26.65	7.65							
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	31.11							46.66	22.57	26.65	7.65							
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	31.11							46.66	22.57	26.65	7.65							
	UNBUNDLED EXCHANGE ACCESS LOOP																						
	2-WIRE ANALOG VOICE GRADE LOOP																						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67							134.89	81.87	73.65	14.88							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45							134.89	81.87	73.65	14.88							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22							134.89	81.87	73.65	14.88							
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL								23.01										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67							134.89	81.87	73.65	14.88							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45							134.89	81.87	73.65	14.88							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22							134.89	81.87	73.65	14.88							
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL								23.01										
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO								87.72	36.36									
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL								11.21	1.10									
	4-WIRE ANALOG VOICE GRADE LOOP																						
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26							164.11	112.36	78.91	18.66							
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25							164.11	112.36	78.91	18.66							
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06							164.11	112.36	78.91	18.66							
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL								23.01										
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO								87.72	36.36									
	2-WIRE ISDN DIGITAL GRADE LOOP																						
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44							146.77	95.02	71.38	13.83							
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08							146.77	95.02	71.38	13.83							
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87							146.77	95.02	71.38	13.83							
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL								23.01										

UNBUNDLED NETWORK ELEMENTS - Kentucky							Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP											
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	18.44	146.77	95.02	71.38	13.83		
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	25.08	146.77	95.02	71.38	13.83		
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	42.87	146.77	95.02	71.38	13.83		
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.63	44.16				
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP											
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47		
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47		
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47		
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54		
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01					
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40				
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP											
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01					
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40				
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP											
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69		
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69		
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80		
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80		
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01					
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40				
	4-WIRE DS1 DIGITAL LOOP											
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	86.47	306.69	174.44	65.83	14.55		

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN
													First	Add'l	First	Add'l				
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10		306.69	174.44	65.83	14.55									
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76		306.69	174.44	65.83	14.55									
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL			23.01												
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO			101.09	43.04											
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																			
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.59		157.81	106.06	78.91	18.66									
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	32.48		157.81	106.06	78.91	18.66									
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.37		157.81	106.06	78.91	18.66									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59		157.81	106.06	78.91	18.66									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48		157.81	106.06	78.91	18.66									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37		157.81	106.06	78.91	18.66									
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL			23.01												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59		157.81	106.06	78.91	18.66									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48		157.81	106.06	78.91	18.66									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37		157.81	106.06	78.91	18.66									
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL			23.01												
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO			102.13	49.75											
	2-WIRE Unbundled COPPER LOOP																			
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82		140.95	78.70	69.09	11.54									
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79		140.95	78.70	69.09	11.54									
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87		140.95	78.70	69.09	11.54									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC			9.00	9.00											
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82		120.15	67.97	69.09	11.54									
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79		120.15	67.97	69.09	11.54									
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87		120.15	67.97	69.09	11.54									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC			9.00	9.00											
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	24.91		140.95	78.70	69.09	11.54									
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	36.94		140.95	78.70	69.09	11.54									
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	69.95		140.95	78.70	69.09	11.54									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC			9.00	9.00											
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	24.91		120.15	67.97	69.09	11.54									
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	36.94		120.15	67.97	69.09	11.54									
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	69.95		120.15	67.97	69.09	11.54									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC			9.00	9.00											
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO			97.23	42.48											
	4-WIRE COPPER LOOP																			
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92		170.31	108.06	74.95	14.69									
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36		170.31	108.06	74.95	14.69									
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10		170.31	108.06	74.95	14.69									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC			9.00	9.00											
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92		149.52	97.33	74.95	14.69									

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69					
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	46.91	170.31	108.06	74.95	14.69					
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	45.78	170.31	108.06	74.95	14.69					
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	171.34	170.31	108.06	74.95	14.69					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	46.91	149.52	97.33	74.95	14.69					
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	45.78	149.52	97.33	74.95	14.69					
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	171.34	149.52	97.33	74.95	14.69					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48							
LOOP MODIFICATION															
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24							
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		342.24	342.24							
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL, UEA	ULM4L		9.24	9.24							
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		342.24	342.24							
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47							
SUB-LOOPS															
Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up		I	UEANL	USBSA		207.91	207.91							
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up		I	UEANL	USBSB		12.50	12.50							
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up		I	UEANL	USBSC		80.87	80.87							
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up		I	UEANL	USBSD		45.04	45.04							
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		I 1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		I 2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		I 3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		I 1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		I 2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88					

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.57	68.35	22.36	59.81	7.90					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.98	76.49	30.51	65.24	10.88					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
	Unbundled Network Terminating Wire (UNTW)														
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51							
	Network Interface Device (NID)														
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47							
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		115.96	91.91							
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56							
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56							
	SUB-LOOPS														
	Sub-Loop Feeder														
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		207.91								
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		12.50	12.50							
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		527.98	11.32							
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	7.67	114.83	64.61	72.34	17.21					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	9.70	114.83	64.61	72.34	17.21					
	Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	19.53	114.83	64.61	72.34	17.21					
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.01								
	Unbundle Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	7.67	114.83	64.61	72.34	17.21					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	9.70	114.83	64.61	72.34	17.21					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	19.53	114.83	64.61	72.34	17.21					
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.01								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	7.67	114.83	64.61	72.34	17.21					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	9.70	114.83	64.61	72.34	17.21					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	19.53	114.83	64.61	72.34	17.21					
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.01								
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	22.82	131.73	79.98	81.82	51.56					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	27.24	131.73	79.98	81.82	51.56					

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	61.41																	
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL																		
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	22.82																	
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	27.24																	
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	61.41																	
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL																		
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	13.00																	
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	16.95																	
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	28.95																	
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL																		
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	13.00																	
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	16.95																	
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	28.95																	
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	62.57																	
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	87.71																	
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	273.33																	
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL																		
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	6.44																	
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.78																	
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	4.25																	
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL																		
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	11.33																	
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	10.18																	
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	10.32																	
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL																		
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	20.78																	
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	26.41																	
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	23.10																	
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	20.78																	
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	26.41																	
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	23.10																	
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL																		
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	20.78																	
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	26.41																	
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	23.10																	
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL																		
SUB-LOOPS																							
	Sub-Loop Feeder																						
	Sub Loop Feeder - DS3 - Per Mile Per Month		I	UE3	1L5SL	15.38																	
	Sub Loop Feeder - DS3 - Facility Termination Per Month		I	UE3	USBF1	346.30																	
	Sub Loop Feeder - STS-1 - Per Mile Per Month		I	UDLSX	1L5SL	15.38																	
	Sub Loop Feeder - STS-1 - Facility Termination Per Month		I	UDLSX	USBF7	372.80																	
UNBUNDLED LOOP CONCENTRATION																							
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	423.72																	
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	51.60																	
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	460.27																	
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	86.95																	

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.90	71.69	51.51	22.99	6.00						
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	7.78	16.59	16.50	8.42	8.37						
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	7.78	16.59	16.50	8.42	8.37						
	Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	1.95	16.59	16.50	8.42	8.37						
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.58	16.59	16.50	8.42	8.37						
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	6.90	16.59	16.50	8.42	8.37						
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	33.74	16.59	16.50	8.42	8.37						
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.23	16.59	16.50	8.42	8.37						
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.23	16.59	16.50	8.42	8.37						
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.23	16.59	16.50	8.42	8.37						
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
NOTE: minimum billing period of three months for DS3/STS-1 Local Loop																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.25										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.31	551.38	338.08	173.00	120.42						
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.25										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42						
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85								
HIGH FREQUENCY SPECTRUM																
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	198.83	379.05	0.00	358.55	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	49.71	379.05	0.00	358.55	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	16.94	377.71	0.00	357.29	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		173.62	0.00	100.40	0.00						
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
	Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	37.16	21.28	20.17	9.90						

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
													Rec	Nonrecurring		Nonrecurring Disconnect	
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		32.90	16.43									
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		32.90	16.43									
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74							
LINE SPLITTING																	
END USER ORDERING-CENTRAL OFFICE BASED																	
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61											
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87							
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87							
REMOTE SITE HIGH FREQUENCY SPECTRUM																	
SPLITTERS-REMOTE SITE																	
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	38.55	114.83	0.00	84.55	0.00							
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation	I		ULS	ULSTG		95.65	0.00	67.87	0.00							
END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																	
	Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	37.16	21.28	20.17	9.90							
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	37.16	21.28	20.17	9.90							
	Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		49.16	17.83									
	Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS		49.16	17.83									
MAINTENANCE																	
	No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00									
	No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50									
	No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00									
UNBUNDLED DEDICATED TRANSPORT																	
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.01											
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01											
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0115											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.35	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0115											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.35	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23											
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.97											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.97									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75					
LOCAL CHANNEL - DEDICATED TRANSPORT															
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period = below DS3=one month, DS3/STS-1=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	18.57	265.78	46.96	46.79	4.98					
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	18.57	265.78	46.96	46.79	4.98					
	Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX	ULDV4	19.86	266.48	47.65	47.54	5.73					
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	40.46	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	43.39	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	164.50	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.74									
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	576.05	551.38	338.08	173.00	120.42					
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.74									
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	543.24	551.38	338.08	173.00	120.42					
DARK FIBER															
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF, UDFCX	1L5DC	47.01									
	NRC Dark Fiber - Local Channel			UDF, UDFCX	UDFC4		732.53	192.67	377.27	241.67					
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	30.74									
	NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67					
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	47.01									
	NRC Dark Fiber - Local Loop			UDF, UDFCX	UDFL4		732.53	192.67	377.27	241.67					
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Subloop Feeder		I	UDF, UDFCX	UDFF4	30.17									
	NRC Dark Fiber - Subloop Feeder		I	UDF, UDFCX	UDFFC		664.65	181.49	273.49	155.54					
	NRC Dark Fiber - Subloop Feeder - Service Inquiry		I				586.97								
8XX ACCESS TEN DIGIT SCREENING															
	8XX Access Ten Digit Screening, Per Call			OHD		0.0006478									
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.14	0.70							
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	7.08	0.86					
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	7.08	0.86					
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.14	2.07							
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78							
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70							
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.14	4.14							
	8XX Access Ten Digit Screening w/ 8FL No. Delivery,			OHD		0.0006478									
	8XX Access Ten Digit Screening, w/ POTS No. Delivery,			OHD		0.0006478									
LINE INFORMATION DATA BASE ACCESS (LIDB)															
	LIDB Common Transport Per Query			OQT		0.000023									
	LIDB Validation Per Query			OQU		0.0137322									
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX		55.12		67.59						
SIGNALING (CCS7)															
	CCS7 Signaling Connection, Per 56 Kbps Facility			UDB	TPP++	20.71	43.56	43.56	22.45	22.45					
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39									
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000656									
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	20.71	43.56	43.56	22.45	22.45					
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	20.71	43.56	43.56	22.45	22.45					
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000164									

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43					
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43					
E911 SERVICE															
	Local Channel - Dedicated - 2-wr Voice Grade					18.57	265.78	46.96	46.79	4.98					
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0115									
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					29.11	47.34	31.78	22.77	8.75					
	Local Channel - Dedicated - DS1 - Zone 1					40.46	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS1 - Zone 2					43.39	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS1 - Zone 3					164.50	209.60	176.51	30.21	21.07					
	Interoffice Transport - Dedicated - DS1 Per Mile					0.23									
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					96.04	105.52	98.46	23.09	20.49					
CALLING NAME (CNAM) SERVICE															
	CNAM For DB Owners - Service Establishment			OQV			25.34	25.34	23.30	23.30					
	CNAM For Non DB Owners - Service Establishment			OQV			25.34	25.34	23.30	23.30					
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,591.54	1,177.08	431.95	317.61					
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.40	393.74	438.93	317.61					
	CNAM for DB Owners, Per Query			OQV		0.0010348									
	CNAM for Non DB Owners, Per Query			OQV		0.0010348									
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00							
LNP Query Service															
	LNP Charge Per query					0.0008695									
	LNP Service Establishment Manual						13.82	13.82	12.71	12.71					
	LNP Service Provisioning with Point Code Establishment						953.27	487.00	431.95	317.61					
OPERATOR CALL PROCESSING															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
INWARD OPERATOR SERVICES															
	Inward Operator Services - Verification, Per Call					1.00									
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95									
BRANDING - OPERATOR CALL PROCESSING															
Facility based CLEC															
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		500.00	500.00							
UNEP CLEC															
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00							
Unbranding via OLNS for UNEP CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00							
DIRECTORY ASSISTANCE SERVICES															
DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.275									
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
Facility Based CLEC																
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA	3,000.00	3,000.00									
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC	1,170.00	1,170.00									
UNEP CLEC																
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
Unbranding via OLNS for UNEP CLEC																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR	93.53	93.53	15.58	15.58							
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.309	24.68	23.68	12.14	10.95						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95						
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC	193,401.00	193,401.00	9,483.34	9,483.34							
	End Office Establishment			SRC	SRCEO	194.09	194.09	0.85	0.85							
	Line/Port NRC, per end user			SRC	SRCLP	2.06	2.06									
	Query NRC, per query			SRC		0.0037502										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE	43.55	43.55	44.93	44.93							
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP	8.64	8.64	10.03	10.03							
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P	8.64	8.64	10.03	10.03							
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU	38.65	38.65	29.88	29.88							
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC	75.08	75.08	12.93	12.93							
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0025										
	AIN SMS Access Service - Session, Per Minute					0.666										
	AIN SMS Access Service - Company Performed Session, Per Minute					0.4608										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC	43.55	43.55	44.93	44.93							
	AIN Toolkit Service - Training Session, Per Customer				BAPVX	8,436.93	8,436.93									
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT	8.64	8.64	10.03	10.03							
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD	8.64	8.64	10.03	10.03							
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM	8.64	8.64	10.03	10.03							
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO	51.01	51.01	18.50	18.50							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC										
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF										
	AIN Toolkit Service - Query Charge, Per Query					0.0549207									
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0066492									
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07									
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	7.87	8.64	8.64	6.08	6.08					
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.26	9.56	9.56							
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.72	8.64	8.64	6.08	6.08					
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.11	9.56	9.56							
ENHANCED EXTENDED LINK (EELs)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.															
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84					
	First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84					
	First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84					
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.19									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
	1/0 Channelization System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67					
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.62	6.71	4.84							
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84					
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84					
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84					
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.62	6.71	4.84							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17					
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84					
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84					
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84					
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19									
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
	1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67					
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62	6.71	4.84							
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84					
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84					
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84					

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62							6.71	4.84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC								8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59							125.22	60.48	59.69	7.84						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48							125.22	60.48	59.69	7.84						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37							125.22	60.48	59.69	7.84						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19																
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	79.02							181.24	123.53	56.72	22.32						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33							57.26	14.74	1.86	1.67						
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.32							6.71	4.84								
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59							125.22	60.48	59.69	7.84						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48							125.22	60.48	59.69	7.84						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37							125.22	60.48	59.69	7.84						
	Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.32							6.71	4.84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC								8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59							125.22	60.48	59.69	7.84						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48							125.22	60.48	59.69	7.84						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37							125.22	60.48	59.69	7.84						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19																
	interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02							181.24	123.53	56.72	22.32						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33							57.26	14.74	1.86	1.67						
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32							6.71	4.84								
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59							125.22	60.48	59.69	7.84						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48							125.22	60.48	59.69	7.84						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37							125.22	60.48	59.69	7.84						
	Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32							6.71	4.84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC								8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47							210.70	114.60	63.96	17.97						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10							210.70	114.60	63.96	17.97						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76							210.70	114.60	63.96	17.97						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19																
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02							181.24	123.53	56.72	22.32						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC								8.98	8.98	11.17	11.17						

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																							
	First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47							210.70	114.60	63.96	17.97							
	First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10							210.70	114.60	63.96	17.97							
	First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76							210.70	114.60	63.96	17.97							
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.09																	
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	966.89							350.56	141.58	48.00	23.39							
	3/1Channel System in combination per month			UNC3X	MQ3	158.20							115.48	56.53	15.12	5.30							
	DS1 COCI in combination per month			UNC1X	UC1D1	11.80							6.71	4.84									
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47							210.70	114.60	63.96	17.97							
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10							210.70	114.60	63.96	17.97							
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76							210.70	114.60	63.96	17.97							
	Additional DS1 COCI in combination per month			UNC1X	UC1D1	11.80							6.71	4.84									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC								8.98	8.98	11.17	11.17							
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																							
	2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	12.67							125.22	60.48	59.69	7.84							
	2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	17.45							125.22	60.48	59.69	7.84							
	2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	33.22							125.22	60.48	59.69	7.84							
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01																	
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	23.95							98.09	53.67	56.31	22.42							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC								8.98	8.98	11.17	11.17							
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																							
	4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	29.26							125.22	60.48	59.69	7.84							
	4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	34.25							125.22	60.48	59.69	7.84							
	4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	85.06							125.22	60.48	59.69	7.84							
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01																	
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	21.28							98.09	53.67	56.31	22.42							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC								8.98	8.98	11.17	11.17							
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																							
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.25																	
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	308.31							237.36	147.69	83.43	32.67							
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.09																	
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	966.89							350.56	141.58	48.00	23.39							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC								8.98	8.98	11.17	11.17							
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																							
	STS-1 Local Lolo in combination - per mile per month			UNCSX	1L5ND	9.25																	
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	320.51							237.36	147.69	83.43	32.67							
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.09																	
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	945.79							350.56	141.58	48.00	23.39							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC								8.98	8.98	11.17	11.17							
EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT																							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)						
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	SOMEK	SOMAN
	First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	18.44													
	First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.08													
	First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.87													
	Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.19													
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02													
	1/0 Channel System in combination - per month			UNC1X	MQ1	113.33													
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.84													
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	18.44													
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.08													
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	42.87													
	Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	2.84													
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC														
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																		
	First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	86.47													
	First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	114.10													
	First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	297.76													
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.09													
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	945.79													
	3/1 Channel System in combination per month			UNCSX	MQ3	158.20													
	DS1 COCI in combination per month			UNC1X	UC1D1	11.80													
	Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47													
	Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10													
	Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76													
	DS1 COCI in combination per month			UNC1X	UC1D1	11.80													
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC														
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																		
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.59													
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	32.48													
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	36.37													
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01													
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.25													
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC														
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																		
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59													
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48													
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37													
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01													
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.25													
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC														
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																		

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)						
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	SOMEK	SOMAN
	First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67													
	First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45													
	First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22													
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.19													
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02													
	Per each DS1 Channelization System Per Month			UNC1X	MQ1	113.33													
	Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	0.62													
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20													
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80													
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67													
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45													
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22													
	Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62													
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19													
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02													
	Each Additional DS1 COCI combination per month			UNC1X	UC1D1	11.80													
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC														
	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																		
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26													
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25													
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06													
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19													
	First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	79.02													
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33													
	Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62													
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20													
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80													
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26													
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25													
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06													
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19													
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02													
	Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.62													
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC														
	EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																		
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59													
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48													

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37																	
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19																	
	First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	79.02																	
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33																	
	Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	1.32																	
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20																	
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80																	
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59																	
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48																	
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37																	
	OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.32																	
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19																	
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02																	
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80																	
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC																		
	EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59																	
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48																	
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37																	
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19																	
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02																	
	Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	113.33																	
	Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32																	
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20																	
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59																	
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48																	
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37																	
	Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32																	
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19																	
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02																	
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80																	
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC																		
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																						

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	18.44							125.22	60.48	59.69	7.84						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	25.08							125.22	60.48	59.69	7.84						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	42.87							125.22	60.48	59.69	7.84						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.19																
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02							181.24	123.53	56.72	22.32						
	Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	113.33							57.26	14.74	1.86	1.67						
	Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	2.84							6.71	4.84								
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20							115.48	56.53	15.12	5.30						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80							6.71	4.84								
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	18.44							125.22	60.48	59.69	7.84						
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.08							125.22	60.48	59.69	7.84						
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	42.87							125.22	60.48	59.69	7.84						
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination - per month			UNCNX	UC1CA	2.84							6.71	4.84								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19																
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02							181.24	123.53	56.72	22.32						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80							6.71	4.84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC								8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																						
	First 4-wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47							210.70	114.60	63.96	17.97						
	First 4-wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10							210.70	114.60	63.96	17.97						
	First 4-wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76							210.70	114.60	63.96	17.97						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19																
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02							181.24	123.53	56.72	22.32						
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20							115.48	56.53	15.12	5.30						
	Per each DS1 COCI combination per month			UNC1X	UC1D1	11.80							6.71	4.84								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19																
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02							181.24	123.53	56.72	22.32						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80							6.71	4.84								
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47							210.70	114.60	63.96	17.97						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10							210.70	114.60	63.96	17.97						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76							210.70	114.60	63.96	17.97						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC								8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																						
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.59							125.22	60.48	59.69	7.84						
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	32.48							125.22	60.48	59.69	7.84						
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	36.37							125.22	60.48	59.69	7.84						

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01									
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17					
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84					
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84					
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84					
	First 4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01									
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17					
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 ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	11.17	11.17					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	11.17	11.17					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	11.17	11.17					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	11.17	11.17					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	11.17	11.17					
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade			UNCVX	ULDV2	18.57	265.78	46.96	46.79	4.98					
	Local Channel - Dedicated - 4-Wire Voice Grade			UNCVX	ULDV4	19.86	266.48	47.65	47.54	5.73					
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	40.46	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS1 Per Month Zone 2		2	UNC1X	ULDF1	43.39	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	164.50	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	8.74									
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	576.05	551.38	338.08	173.00	120.42					
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	8.74									
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	543.24	551.38	338.08	173.00	120.42					
	Clear Channel Capability Extended Frame Option - per DS1			U1TD1, ULDD1,UNC1X	CCOEF	0.00	0.00	0.00	0.00	0.00					
	Clear Channel Capability Super FrameOption - per DS1			U1TD1, ULDD1,UNC1X	CCOSF	0.00	0.00	0.00	0.00	0.00					
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		i	ULDD1, U1TD1, UNC1X, USL	NRCCC		65.04								
	C-bit Parity Option - Subsequent Activity - per DS3		i	U1TD3, ULDD3, UE3, UNC3X	NRCC3		50.04								
MULTIPLEXERS															
NOTE: minimum billing period is one month for DS1 to DS0 Channel System and interfaces															
NOTE: minimum billing period is three months for DS3 to DS1 Channel System and interfaces															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67					
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.32	10.07	7.08							
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	10.07	7.08							
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	2.84	10.07	7.08							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	10.07	7.08							
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.6228	10.07	7.08							
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	10.07	7.08							
	DS3 to DS1 Channel System per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30					
	STS-1 to DS1 Channel System per month			UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30					
	DS1 COCI used with Loop per month			USL	UC1D1	11.80	10.07	7.08							
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	11.80	10.07	7.08							
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	11.80	10.07	7.08							
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	11.80	10.07	7.08							
	Sub-Loop Feeder														
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	UNC1X	USBFG	62.57	125.43	73.68	81.82	21.56					
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	UNC1X	USBFG	87.71	125.43	73.68	81.82	21.56					
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	UNC1X	USBFG	273.33	125.43	73.68	81.82	21.56					
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)														
	Exchange Ports														
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs														
	2-WIRE VOICE GRADE LINE PORT RATES (RES)														
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPRM	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID			UEPSR	UEPWE	1.49	3.74	3.63	2.23	2.13					
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.49	3.74	3.63	2.23	2.13					
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00							
	FEATURES														
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00							
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)														
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPBM	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.49	3.74	3.63	2.23	2.13					
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID			UEPSB	UEPWF	1.49	3.74	3.63	2.23	2.13					
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.49	3.74	3.63	2.23	2.13					
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00							
	FEATURES														
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00							
	EXCHANGE PORT RATES (DID & PBX)														

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)						
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	SOMEK	SOMAN
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.49	39.05	18.17	15.38	0.89									
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.49	39.05	18.17	15.38	0.89									
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.49	39.05	18.17	15.38	0.89									
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.49	39.05	18.17	15.38	0.89									
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.49	39.05	18.17	15.38	0.89									
	2-Wire Vce Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port Without LUD			UEPSP	UEPXF	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPSP	UEPXC	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPSP	UEPXC	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled 2-Way PBX Kentucky Area Calling Port Without LUD			UEPSP	UEPXC	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXC	1.49	39.05	18.17	15.38	0.89									
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00											
	FEATURES																		
	All Available Vertical Features			UEPSP	UEPSE	0.00	0.00	0.00											
	EXCHANGE PORT RATES (COIN)																		
	Exchange Ports - Coin Port					1.49	3.74	3.63	2.23	2.13									
	Local Switching Features offered with Port																		
	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 port - 4-wire ISDN trunk port -all available features included				UEPEX	101.60	188.36	95.15	61.92	22.67									
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																		
	EXCHANGE PORT RATES																		
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	10.51	92.18	15.82	52.16	5.30									
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	74.77	164.86	77.74	60.69	3.86									
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	13.46	60.60	50.67	32.83	14.17									
	All Features Offered			UEPTX, UEPSX	UEPVF	0.00	0.00	0.00											
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00											
	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 PORT RATES (continued)																		
	Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability			UEPEX	UEPEX	101.60	188.36	95.15	61.92	22.67									
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPDX	UEPDX	101.60	188.36	95.15	61.92	22.67									
	Physical Collocation - DS1 Cross-Connects			UEPEX	UEPDX	1.48	44.23	31.98	12.81	11.57									
	Virtual collocation - Special Access & UNE, cross-connect per DS1			UEPEX	UEPDX	1.48	44.23	31.98	12.81	11.57									
	Detailed E911 with Locator Capability (required with UEPEX port)																		
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0.00	1,811.00		156.69										
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0.00	175.82												

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
New or Additional PRI Telephone Numbers															
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1C	0.07	0.54								
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0.07	12.71	12.71							
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0.00	0.54								
	Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0.00	25.41	25.41							
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPEX UEPDX	LNPCN	1.75									
INTERFACE (Provisioning Only)															
	Voice/Data			UEPEX	PR71V	0.00	0.00	0.00							
	Digital Data			UEPEX	PR71D	0.00	0.00	0.00							
	Inward Data			UEPDX	PR71E	0.00	0.00	0.00							
New or Additional Channel															
	New or Additional - Voice/Data "B" Channel			UEPEX	PR7BV	0.00	15.48								
	New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0.00	15.48								
	New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0.00	15.48								
	New or Additional Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00	15.48								
	New or Additional Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00	15.48								
	New or Additional PRI "D" Channel			UEPEX	PR7EX	0.00	15.48								
CALL TYPES															
	Inward			UEPEX UEPDX	PR7C1	0.00	0.00	0.00							
	Outward			UEPEX	PR7CO	0.00	0.00	0.00							
	Two-way			UEPEX	PR7CC	0.00	0.00	0.00							
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.49	3.74	3.63							
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.49	3.74	3.63							
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.49	3.74	3.63							
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.49	3.74	3.63							
Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.10	0.10							
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10							
UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.49	3.74	3.63							
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.49	3.74	3.63							
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.49	3.74	3.63							
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.49	3.74	3.63							
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.49	3.74	3.63							
Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.10	0.10							
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10							
UNBUNDLED LOCAL SWITCHING, PORT USAGE															
End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU						0.0011971								
	End Office Trunk Port - Shared, Per MOU						0.0002112								

UNBUNDLED NETWORK ELEMENTS - Kentucky							Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.000194									
	Tandem Trunk Port - Shared, Per MOU					0.0002416									
Common Transport															
	Common Transport - Per Mile, Per MOU					0.000003									
	Common Transport - Facilities Termination Per MOU					0.0007466									
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.															
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos 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			10.79									
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52									
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.64									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.37									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.59									
2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPRX	UEPRM	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID			UEPRX	UEPWE	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.15	21.29	15.49	2.85	2.67					
FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00							
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-is			UEPRX	USAC2		0.10	0.10							
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10							
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00							
OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop - Non-Design		1	UEPRX	UEAEN	10.56	46.66	22.57	26.65	7.65					
	2 Wire Analog Voice Grade Extension Loop - Non-Design		2	UEPRX	UEAEN	15.34	46.66	22.57	26.65	7.65					
	2 Wire Analog Voice Grade Extension Loop - Non-Design		3	UEPRX	UEAEN	31.11	46.66	22.57	26.65	7.65					
	2 Wire Analog Voice Grade Extension Loop - Design		1	UEPRX	UEAED	12.67	134.89	81.87	73.65	14.88					
	2 Wire Analog Voice Grade Extension Loop - Design		2	UEPRX	UEAED	17.45	134.89	81.87	73.65	14.88					
	2 Wire Analog Voice Grade Extension Loop - Design		3	UEPRX	UEAED	33.22	134.89	81.87	73.65	14.88					
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	23.95	98.09	53.67	56.31	22.42					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0.0095	0.00	0.00							
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			10.79									

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52									
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.64									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	14.37									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.59									
2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - bus			UEPBX	UEPBM	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID			UEPBX	UEPWF	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.15	21.29	15.49	2.85	2.67					
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35									
FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00							
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10							
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10							
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00							
OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	10.56	46.66	22.57	26.65	7.65					
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	15.34	46.66	22.57	26.65	7.65					
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	31.11	46.66	22.57	26.65	7.65					
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	12.67	134.89	81.87	73.65	14.88					
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	17.45	134.89	81.87	73.65	14.88					
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPBX	UEAED	33.22	134.89	81.87	73.65	14.88					
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	23.95	98.09	53.67	56.31	22.42					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0095	0.00	0.00							
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			10.79									
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52									
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.64									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	14.37									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	30.59									
2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.15	21.29	15.49	2.85	2.67					
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00							
FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00							
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2			8.45	1.91						
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC			8.45	1.91						
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00		0.00	0.00						
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							7.86	7.86						
	OFF/ON PREMISES EXTENSION CHANNELS														
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12.67		134.89	81.87	73.65	14.88				
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17.45		134.89	81.87	73.65	14.88				
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	33.22		134.89	81.87	73.65	14.88				
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12.68		170.06	78.10	119.62	15.80				
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.12		170.06	78.10	119.62	15.80				
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	29.64		170.06	78.10	119.62	15.00				
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	23.95		98.09	53.67	56.31	22.42				
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0095		0.00	0.00						
	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			10.79									
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52									
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.64									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	14.37									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	30.59									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.15		21.29	15.49	2.85	2.67				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.15		21.29	15.49	2.85	2.67				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled OutDial Alabama NAR Area Calling Port			UEPPX	UEPOA										
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPXG	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPXH	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXJ	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled OutDial Kentucky NAR Area Calling Port			UEPPX	UEPOK	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15		21.29	15.49	2.85	2.67				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15		21.29	15.49	2.85	2.67				

UNBUNDLED NETWORK ELEMENTS - Kentucky							Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00							
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91							
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91							
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86							
OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12.67	134.89	81.87	73.65	14.88					
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17.45	134.89	81.87	73.65	14.88					
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	33.22	134.89	81.87	73.65	14.88					
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12.68	170.06	78.10	119.62	15.80					
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18.12	170.06	78.10	119.62	15.80					
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	29.64	170.06	78.10	119.62	15.00					
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	23.95	98.09	53.67	56.31	22.42					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0095	0.00	0.00							
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		1			10.79									
	2-Wire VG Coin Port/Loop Combo - Zone 2		2			15.52									
	2-Wire VG Coin Port/Loop Combo - Zone 3		3			31.74									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.64									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	14.37									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	30.59									
2-Wire Voice Grade Line Ports (COIN)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	21.29	15.49	2.85	2.67					
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.15	21.29	15.49	2.85	2.67					
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.15	21.29	15.49	2.85	2.67					
ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	2.57	0.00	0.00	0.00	0.00					
LOCAL NUMBER PORTABILITY															

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35														
NONRECURRING CHARGES - CURRENTLY COMBINED																				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2	0.10	0.10													
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC	0.10	0.10													
ADDITIONAL NRCs																				
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00													
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																				
UNE Port/Loop Combination Rates																				
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.90														
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.68														
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			34.45														
UNE Loop Rates																				
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.67														
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.45														
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	33.22														
2-Wire Voice Grade Line Port Rates (Res)																				
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.23	128.96	64.11	61.92	9.97										
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.23	128.96	64.11	61.92	9.97										
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.23	128.96	64.11	61.92	9.97										
	2-Wire voice unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPFR	UEPRM	1.23	128.96	64.11	61.92	9.97										
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.23	128.96	64.11	61.92	9.97										
	2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID			UEPFR	UEPWE	1.23	128.96	64.11	61.92	9.97										
INTEROFFICE TRANSPORT																				
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	23.95	98.09	53.67	56.31	22.42										
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0095														
FEATURES																				
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00												
LOCAL NUMBER PORTABILITY																				
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35														
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		9.03	1.87												
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		9.03	1.87												
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																				
UNE Port/Loop Combination Rates																				
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.90														
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.68														
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			34.45														
UNE Loop Rates																				
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12.67														
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17.45														
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	33.22														
2-Wire Voice Grade Line Port (Bus)																				
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.23	128.96	64.11	61.92	9.97										
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.23	128.96	64.11	61.92	9.97										
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.23	128.96	64.11	61.92	9.97										
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - bus			UEPFB	UEPBM	1.23	128.96	64.11	61.92	9.97										
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.23	128.96	64.11	61.92	9.97										

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID			UEPFB	UEPWF	1.23	128.96	64.11	61.92	9.97						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0095										
FEATURES																
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		9.03	1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		9.03	1.87								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.90										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.68										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			34.45										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	12.67										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	17.45										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	33.22										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.23	164.27	78.65	75.05	8.73						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.23	164.27	78.65	75.05	8.73						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPFP	UEPXF	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPFP	UEPXG	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPFP	UEPXH	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPFP	UEPXJ	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.23	164.27	78.65	75.05	8.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.23	164.27	78.65	75.05	8.73						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00								
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0095										
FEATURES																
	All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPPF	USAC2	9.03	1.87						
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPPF	USACC	9.03	1.87						
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES													
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			21.30							
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.08							
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			41.85							
UNE Loop Rates													
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.67							
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.45							
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	33.22							
UNE Port Rate													
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.63	336.11	27.75	132.37	9.31			
NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C	7.85	1.87						
ADDITIONAL NRCs													
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1	32.25	32.25						
Telephone Number/Trunk Group Establishment Charges													
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00					
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00					
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00					
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00					
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00					
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					
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	25.69							
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	31.92							
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	50.21							
UNE Loop Rates													
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.10						
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	22.33						
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	40.63						
UNE Port Rate													
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	9.59	320.53	289.13	92.19	17.56		
NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	22.77	17.00				
ADDITIONAL NRCs													
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00				
B-CHANNEL USER PROFILE ACCESS:													
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00				
	CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00				
	CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00				
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)													
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00				
	CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00				
	CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00				

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
USER TERMINAL PROFILE																							
	User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00						0.00	0.00									
VERTICAL FEATURES																							
	All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	0.00						0.00	0.00									
INTEROFFICE CHANNEL MILEAGE																							
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	29.12						47.34	31.78	22.77	8.75							
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.01						0.00	0.00									
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			170.06																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP			197.70																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP			381.35																
UNE Loop Rates																							
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP		USL4P	86.47																
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP		USL4P	114.10																
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP		USL4P	297.76																
UNE Port Rate																							
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP		UEPPP	83.59						736.16	382.74	159.48	48.82							
NONRECURRING CHARGES - CURRENTLY COMBINED																							
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP		USACP	0.00						81.70	61.37									
ADDITIONAL NRCs																							
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP		PR7TF							0.54										
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP		PR7TO							12.71	12.71									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP		PR7ZT							25.41	25.41									
LOCAL NUMBER PORTABILITY																							
	Local Number Portability (1 per port)			UEPPP		LNPCN	1.75																
INTERFACE (Provisioning Only)																							
	Voice/Data			UEPPP		PR71V	0.00						0.00	0.00	0.00								
	Digital Data			UEPPP		PR71D	0.00						0.00	0.00	0.00								
	Inward Data			UEPPP		PR71E	0.00						0.00	0.00	0.00								
New or Additional "B" Channel																							
	New or Additional - Voice/Data B Channel			UEPPP		PR7BV	0.00						15.48										
	New or Additional - Digital Data B Channel			UEPPP		PR7BF	0.00						15.48										
	New or Additional Inward Data B Channel			UEPPP		PR7BD	0.00						15.48										
CALL TYPES																							
	Inward			UEPPP		PR7C1	0.00						0.00	0.00	0.00								
	Outward			UEPPP		PR7CO	0.00						0.00	0.00	0.00								
	Two-way			UEPPP		PR7CC	0.00						0.00	0.00	0.00								
Interoffice Channel Mileage																							
	Fixed Each Including First Mile			UEPPP		1LN1A	96.27						105.52	98.46	23.09	20.49							
	Each Airline-Fractional Additional Mile			UEPPP		1LN1B	0.23																
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			147.99																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC			175.62																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC			359.28																
UNE Loop Rates																							
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC		USLDC	86.47																
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC		USLDC	114.10																
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC		USLDC	297.76																
UNE Port Rate																							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	61.52	780.61	375.52	176.19	16.98					
NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		92.84	46.70							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		92.84	46.70							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		92.84	46.70							
ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.09	15.09							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.09	15.09							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Channel Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTC		15.09	15.09							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.09	15.09							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.09	15.09							
BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS - Superframe Format			UEPDC	CCOSF		0.00	730.00							
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	730.00							
Alternate Mark Inversion															
	AMI - Superframe Format			UEPDC	MCOSF		0.00	0.00							
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00							
Telephone Number/Trunk Group Establishment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00	0.00	0.00							
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00	0.00	0.00							
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00	0.00	0.00							
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00	0.00							
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00							
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00							
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	96.04	105.52	98.46	23.09	20.49					
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.23	0.00	0.00							
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.45	0.00	0.00							
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.45	0.00	0.00							
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00							
	Central Office Terminating Point			UEPDC	CTG	0.00									
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	86.47	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	114.10	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	297.76	0.00	0.00							
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	111.16	0.00	0.00							
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	222.32	0.00	0.00							
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	444.64	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	666.96	0.00	0.00							
	192 DS0 Channel Capacity - 1 per 8 DS1s			UEPMG	VUM19	889.28	0.00	0.00							
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,111.60	0.00	0.00							
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,333.92	0.00	0.00							
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,778.56	0.00	0.00							
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,223.20	0.00	0.00							
	576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM67	2,667.84	0.00	0.00							
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,112.48	0.00	0.00							
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	0.00	94.30	4.24							
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	718.89	469.86	149.83	17.77					
Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	730.00							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	730.00							
Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00					
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00					
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00					
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.65	0.00	0.00	0.00	0.00					
	Unbundled Exchange Ports, 2-Wire Channelized - Outdial - (AL, KY, LA, MS, & TN)(Conversion from Network Access Service)			UEPPX	UEPCY	1.15	0.00	0.00	0.00	0.00					
	Unbundled Exchange Ports, 2-Wire Channelized - Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service)			UEPPX	UEPCT	1.15	0.00	0.00	0.00	0.00					
	Unbundled Exchange Ports, 2-Wire Channelized - Outdial - Kentucky Only - Calling Plan			UEPPX	UEPCV	1.15	0.00	0.00	0.00	0.00					
	Unbundled Exchange Ports, 2-Wire Channelized - Two Way - Kentucky Only - Calling Plan			UEPPX	UEPCW	1.15	0.00	0.00	0.00	0.00					
Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	25.40	13.41	4.17	4.15					
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	78.15	19.68	59.05	11.54					
Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00							
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00							
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00							
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00							
FEATURES - Vertical and Optional															
Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Kentucky							Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OFF/ON PREMISES EXTENSION CHANNELS															
	INTEROFFICE TRANSPORT															
	OFF/ON PREMISES EXTENSION CHANNELS															
	INTEROFFICE TRANSPORT															
	OFF/ON PREMISES EXTENSION CHANNELS															
	INTEROFFICE TRANSPORT															
	OFF/ON PREMISES EXTENSION CHANNELS															
	INTEROFFICE TRANSPORT															
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. 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.																
3. 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.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		31.74										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		34.37										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	30.59										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12.67										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	33.22										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.15	21.29	15.49	2.85	2.67						
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPQM	1.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term			UEP91	UEPQZ	1.15									
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15									
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15									
	Local Switching														
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.8873									
	Local Number Portability														
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35									
	Features														
	All Standard Features Offered, per port			UEP91	UEPVF	0.00									
	All Select Features Offered, per port			UEP91	UEPVS	0.00		405.66							
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00									
	NARS														
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00		0.00	0.00	0.00	0.00				
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00		0.00	0.00	0.00	0.00				
	Unbundled Network Access Register - Outdial			UEP91	UAROx	0.00		0.00	0.00	0.00	0.00				
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP91	CENA6	10.51		92.18	15.82	52.16	5.30				
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	29.11									
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.01									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP91	1PQWQ	0.62									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2			0.102	0.102						
	Conversion of Existing Centrex Common Block			UEP91	USACN			18.95	8.32						
	New Centrex Standard Common Block			UEP91	M1ACS	0.00		669.80	78.32	111.05	13.27				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00		669.80	78.32	111.05	13.27				
	Secondary Block, per Block			UEP91	M2CC1	0.00		78.32	78.32	13.27	13.27				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00		72.75							
	UNE-P CENTREX - 5ESS (Valid in All States)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
	UNE Port/Loop Combination Rates (Non-Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		10.79									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		15.52									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		31.74									
	UNE Port/Loop Combination Rates (Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		13.82									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		18.60									

UNBUNDLED NETWORK ELEMENTS - Kentucky							Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		34.37									
UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9.64									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	14.37									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	30.59									
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.67									
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.45									
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	33.22									
UNE Port Rate															
All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.15	21.29	15.49	2.85	2.67					
AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPQZ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.15	21.29	15.49	2.85	2.67					
Local Switching															
	Centrex Intercom Functionality, per port			UEP95	URECS	0.8873									
Local Number Portability															
	Local Number Portability (1 per port)			UEP95	LNPC	0.35									
Features															
	All Standard Features Offered, per port			UEP95	UEPVF	0.00									
	All Select Features Offered, per port			UEP95	UEPVS	0.00	405.66								
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00									
NARS															
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00					
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00					
	Unbundled Network Access Register - Outdial			UEP95	UARO X	0.00	0.00	0.00	0.00	0.00					
Miscellaneous Terminations															
2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP95	CEND6	10.51	92.18	15.82	52.16	5.30					
4-Wire Digital (1,544 Megabits)															
	DS1 Circuit Terminations, each			UEP95	M1HD1	74.77	164.86	77.74	60.69	3.86					
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.09								
Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	M1GBC	29.11									
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.01									
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.62									

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
													Rec	Nonrecurring		Nonrecurring Disconnect	
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62											
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62											
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62											
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62											
Non-Recuring Charges (NRC) Associated with UNE-P Centrex																	
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.102	0.102									
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		18.95	8.32									
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	669.80	78.32	111.05	13.27							
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	669.80	78.32	111.05	13.27							
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.75										
UNE-P CENTREX - DMS100 (Valid in All States)																	
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
UNE Port/Loop Combination Rates (Non-Design)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		10.79											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		15.52											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		31.74											
UNE Port/Loop Combination Rates (Design)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		13.82											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		18.60											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		34.37											
UNE Loop Rate																	
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.64											
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	14.37											
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.59											
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.67											
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.45											
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	33.22											
UNE Port Rate																	
ALL STATES																	
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.15	21.29	15.49	2.85	2.67							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.15	21.29	15.49	2.85	2.67					
	AL, KY, LA, MS, SC, & TN Only														
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	1.15	21.29	15.49	2.85	2.67					

UNBUNDLED NETWORK ELEMENTS - Kentucky							Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPQZ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	21.29	15.49	2.85	2.67					
	Local Switching														
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.8873									
	Local Number Portability														
	Local Number Portability (1 per port)			UEP9D	LNPC	0.35									
	Features														
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00									
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.66								
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00									
	NARS														
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00					
	Unbundled Network Access Register - Inward			UEP9D	UARIX	0.00	0.00	0.00	0.00	0.00					
	Unbundled Network Access Register - Outdial			UEP9D	UARO	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP9D	CEND6	10.51	92.18	15.82	52.16	5.30					
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP9D	M1HD1	74.77	164.86	77.74	60.69	3.86					
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	15.09								
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	29.11									
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.01									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.62									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62									
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.102	0.102							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		18.95	8.32								
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	669.80	78.32	111.05	13.27						
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	669.80	78.32	111.05	13.27						
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.75									
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		31.74										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		34.37										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	30.59										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.67										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	33.22										
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.15	21.29	15.49	2.85	2.67						
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPQM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP9E	UEPQZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.8873										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9E	LNPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00										

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
	All Select Features Offered, per port			UEP9E	UEPVS	0.00		405.66					
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00							
NARS													
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00			
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00			
	Unbundled Network Access Register - Outdial			UEP9E	UAROY	0.00	0.00	0.00	0.00	0.00			
	Miscellaneous Terminations												
	2-Wire Trunk Side												
	Trunk Side Terminations, each			UEP9E	CEND6	10.51	92.18	15.82	52.16	5.30			
	4-Wire Digital (1.544 Megabits)												
	DS1 Circuit Terminations, each			UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86			
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.09						
	Interoffice Channel Mileage - 2-Wire												
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	29.11							
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.01							
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service												
	D4 Channel Bank Feature Activations												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.62							
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.62							
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.62							
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.62							
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.62							
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.62							
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.62							
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex												
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.102	0.102					
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		18.95	8.32					
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	669.80	78.32	111.05	13.27			
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	669.80	78.32	111.05	13.27			
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.75						
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo												
	UNE Port/Loop Combination Rates (Non-Design)												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		10.79							
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		15.52							
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		31.74							
	UNE Port/Loop Combination Rates (Design)												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		13.82							
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		18.60							
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		34.37							
	UNE Loop Rate												
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	9.64							
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	14.37							
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	30.59							
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	12.67							
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	17.45							
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	33.22							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port Rate																	
AL, KY, LA, MS, & TN only																	
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP93	UEPYM	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP93	UEPQM	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 -800 Service Term			UEP93	UEPQZ	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.15	21.29	15.49	2.85	2.67							
Local Switching																	
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.8873											
Local Number Portability																	
	Local Number Portability (1 per port)			UEP93	LNPC	0.35											
Features																	
	All Standard Features Offered, per port			UEP93	UEPVF	0.00											
	All Centrex Control Features Offered, per port			UEP93	UEPVF	0.00											
NARS																	
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00							
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00							
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00	0.00	0.00							
Miscellaneous Terminations																	
2-Wire Trunk Side																	
	Trunk Side Terminations, each			UEP93	CEND6	10.51	92.18	15.82	52.16	5.30							
4-Wire Digital (1.544 Megabits)																	
	DS1 Circuit Terminations, each			UEP93	M1HD1	74.77	164.86	77.74	60.69	3.86							
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	15.09										
Interoffice Channel Mileage - 2-Wire																	
	Interoffice Channel Facilities Termination			UEP93	M1GBC	29.11											
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.01											
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																	
D4 Channel Bank Feature Activations																	
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.62											
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.62											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.62											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.62											
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.62											
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.62											
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.62											

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.102	0.102							
	Conversion of Existing Centrex Common Block, each			UEP93	USACN		18.95	8.32							
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	669.80	78.32	111.05	13.27					
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	669.80	78.32	111.05	13.27					
	NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.75								
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
Note 2 - Requires Interoffice Channel Mileage															
Note 3 - Installation is combination of Installation charge for SL2 Loop and Port															
Note 4 - Requires Specific Customer Premises Equipment															
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

LOCAL INTERCONNECTION - Kentucky										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0006772bk									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006772									
	Tandem Intermediary Charge, per MOU*			OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		21.58	8.13							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000030bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0007466bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.01									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.11	47.34	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0115									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0115									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42					
LOCAL INTERCONNECTION MID-SPAN MEET															
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, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.48	44.23	31.98	12.81	11.57					
PHYSICAL COLLOCATION															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		3,773.54								
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		3,145.35								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.26									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57									
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16						
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.99									
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86									
	Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	8.06									
	Physical Collocation - Power Reduction Only, Application Fee	I		CLO	PE1PR		399.50								
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68									
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX UEA, UHL, UNCvx, UNCDX, UCL, UDL UEANL,UEQ,WDS1 L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UDL, UEPEX, UEPDX UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation - 4-wire cross-connect, loop, provisioning				PE1P4	0.0665	24.88	23.82	12.77	11.46					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1	1.48	44.23	31.98	12.81	11.57					
	Physical Collocation - DS3 Cross-Connect, provisioning				PE1P3	18.89	41.93	30.51	14.75	11.83					

COLLOCATION - Kentucky											Attachment: 4		Exhibit: B									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75							41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65							51.29	39.87	19.41	16.49						
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.97																
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.14																
	Physical Collocation - Security Access System, Security System, per Central Office, per Sq. Ft.			CLO	PE1AX	76.10																
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058								55.79								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA									15.64								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR									45.74								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK									26.29								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL									26.29								
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR									2,158.67								
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9									77.55								
	Physical Collocation - Cable Records, per request			CLO	PE1CR									1,524.45	980.01	267.02						
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD									656.37		379.70						
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO									9.65		11.84						
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1									4.52		5.54						
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3									15.81		19.39						
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB									169.63		154.85						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT									33.98	21.53							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT									44.26	27.81							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT									54.54	34.09							
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV									33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO									33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1									52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3									52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR									23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP									23.00								

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS											
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE											
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7											
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0012										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0018										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT											
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA											
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB											
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC											
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED											
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS											
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM											
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Fiber Cable Support Structure, per cable	I		CLO	PE1DU											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV											
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35										
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0258	24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0515	24.88	23.82	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.37	44.23	31.98	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	18.61	41.93	30.51	14.75	11.83						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.15	41.93	30.51	14.76	11.84						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.02	51.29	39.87	19.41	16.49						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.44										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.88										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78	338.89								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53								

COLLOCATION - Kentucky											Attachment: 4		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN
													First	Add'l	First	Add'l				
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT	44.26		27.81												
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT	54.54		34.09												
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																				
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27														
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134														
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU	755.62		755.62												
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																				
VIRTUAL COLLOCATION																				
	Virtual Collocation - Application Fee			AMTFS	EMF	2,419.86		1.01												
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	1,729.11		45.16												
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06														
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38														
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95										
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46										
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84										
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49										
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,UCL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPDX	CNC1X	1.48	44.23	31.98	12.81	11.57										
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.003														
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045														
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.55													
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.55													
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,524.45	980.01	267.02											
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70											

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84						
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85						
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.98	21.53							
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		44.26	27.81							
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		54.54	34.09							
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09							
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.48	44.23	31.98	12.81	11.57					
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

ODUF/ADUF/CMDS - Kentucky										Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.001857									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012447									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000136									
	ODUF: Message Processing, per message				N/A	0.002506									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010372									
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.															

Attachment 5

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when New Access is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to New Access collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow New Access to occupy a certain area designated by BellSouth within a Premises, or on BellSouth property upon which the Premises is located, of a size which is specified by New Access and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for h premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by New Access may contemplate a request for space sufficient to accommodate New Access's growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by New Access may contemplate a request for space sufficient to accommodate New Access's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate New Access's requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase New Access's cost or materially delay New Access's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service New Access wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d)

- used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. New Access will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5 Use of Space. New Access shall use the Collocation Space for the purposes of installing, maintaining and operating New Access's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to New Access may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. New Access agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 Space Availability Report. Upon request from New Access and at the New Access's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by New Access.
- 2.1.1 The request from New Access for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide

(LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify New Access and inform New Access of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow New Access to collocate New Access's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow New Access to have direct access to New Access's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where New Access's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, New Access must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At New Access's expense, New Access will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, New Access and New Access's BellSouth Certified Supplier must comply with the more stringent local building code requirements. New Access's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with New Access and provide, at New Access's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for New Access's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. New Access's BellSouth Certified Supplier shall bill New Access directly for all work performed for New Access pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by New Access's BellSouth Certified Supplier. New Access must provide the local BellSouth Central Office building

- contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access New Access's locked enclosure prior to notifying New Access at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for New Access.
- 3.2.1 BellSouth may elect to review New Access's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify New Access of its desire to execute this review in BellSouth's response to the Initial Application, if New Access has indicated its desire to construct its own enclosure. If New Access's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of New Access's plans and specifications. Regardless of whether or not BellSouth elects to review New Access's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to New Access's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from New Access. BellSouth shall require New Access to remove or correct within seven (7) calendar days, at New Access's expense, any structure that does not meet New Access's plans and specifications or BellSouth's Specifications, if applicable.
- 3.3 Shared Caged Collocation. New Access may allow other telecommunications carriers to share New Access's caged collocation arrangement, pursuant to the terms and conditions agreed to by New Access (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to New Access. BellSouth shall be notified in writing by New Access upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by New Access that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and New Access.
- 3.3.1 New Access, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide New Access with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum

- charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, New Access shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 New Access shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of New Access's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by New Access and must be in conformance with BellSouth's design and construction Specifications. Further, New Access shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 If New Access requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, New Access must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, New Access and New Access's BellSouth Certified Supplier must comply with the more stringent local building code requirements. New Access's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. New Access's BellSouth Certified Supplier shall bill New Access directly for all work performed for New Access pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by New Access's BellSouth Certified Supplier. New Access must provide the local BellSouth Central Office building contact with two cards, keys or

- other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access New Access's locked enclosure prior to notifying New Access at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 New Access must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review New Access's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure New Access's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from New Access for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to New Access's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from New Access. BellSouth shall require New Access to remove or correct within seven (7) calendar days at New Access's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.4.3 New Access shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At New Access's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing. New Access's BellSouth Certified Supplier shall be responsible, at New Access's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit New Access to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both New Access's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. New Access is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

- 3.5.1 New Access must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by New Access. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where New Access's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, New Access may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. New Access shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. New Access shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). New Access is responsible for ensuring the integrity of the signal.
- 3.5.2 New Access shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. New Access-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, New Access may use its own technicians to construct the dedicated support structure between the two collocation arrangements.
- 3.5.3 To order CCXCs, New Access must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to New Access.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify New Access in writing when the Collocation Space is ready for occupancy (Space Ready Date). New Access will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in New Access's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If New Access completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of New Access's acceptance of the Collocation Space

- (Space Acceptance Date). In the event that New Access fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by New Access on the Space Ready Date and billing will commence from that date. If New Access decides to occupy the space prior to the Space Ready Date, the date New Access occupies the space becomes the new Space Acceptance Date and billing will begin from that date. New Access must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, New Access's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, New Access may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that New Access and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that New Access signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and New Access jointly conduct an inspection, which confirms that New Access has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate New Access's right to occupy the Collocation Space in the event that New Access fails to comply with any provision of this Agreement, including the payment of the applicable fees.
- 4.2.1 Upon termination of occupancy, New Access, at its sole expense, shall remove its equipment and any other property from the Collocation Space. New Access shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Subsequent Application date (Termination Date) to complete such removal, including the removal of all equipment and facilities of New Access's Guest(s), unless New Access's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the New Access removal date. New Access shall continue the payment of all monthly fees to BellSouth until the date that New Access, and if applicable New Access's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should New Access or New Access's Guest(s) fail to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of New Access or New Access's Guest(s), in any manner that BellSouth deems fit, at New Access's expense and with no liability whatsoever for New Access's property or New Access's Guest(s)'s property. Upon

termination of New Access's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and New Access shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by New Access, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. New Access's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. New Access shall be responsible for the cost of removing any New Access constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on New Access's failure to comply with this Section.
- 5.1.3 New Access shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as

- equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event New Access submits an application for terminations that will exceed the total capacity of the collocated equipment, New Access will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.2 New Access shall notify BellSouth whenever New Access submits a Method of Procedure (MOP) adding equipment to New Access's Collocation Space and shall provide to BellSouth a list of all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in New Access's Collocation Space. New Access shall submit a list of any lien holders or other entities that have a financial interest in the equipment that is collocated by New Access to its RCM Representative.
- 5.3 New Access shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 New Access shall place a plaque or affix other identification (e.g., stenciling) to New Access's equipment, in order for BellSouth to identify New Access's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. New Access may elect to place New Access-owned or New Access-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. New Access will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. New Access will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to New Access's equipment in the Collocation Space. In the event New Access utilizes a non-metallic, riser-type entrance facility, a splice will not be required. New Access must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. New Access is responsible for maintenance of the entrance facilities. At New Access's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by New Access for dual entrance facilities to its physical Collocation Space, BellSouth shall provide New Access with information

- regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to New Access's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to New Access in the Application Response.
- 5.5.2 Shared Use. New Access may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to New Access's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. New Access must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the New Access provided riser cable to the spare capacity on the entrance facility. If New Access desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from New Access for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on New Access's entrance facility.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between New Access's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). New Access shall be responsible for providing, and New Access's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. New Access or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between New Access's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a New Access-provided Point of Termination Bay (POT Bay) in a common area within the Premises. New Access shall be responsible for providing, and New Access's BellSouth Certified Supplier shall be responsible for installing and

- properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between New Access's Collocation Space and the demarcation point. New Access or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, in the event that New Access desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 New Access's Equipment and Facilities. New Access, or if required by this Attachment, New Access's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by New Access which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. New Access and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access New Access's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to New Access at least forty-eight (48) hours before access to the Collocation Space is required. New Access may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that New Access will not bear any of the expense associated with this type of work.
- 5.9 Access. Pursuant to Section 12, New Access shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. New Access agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of New Access or New Access's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by New Access and returned to BellSouth Access Management within fifteen (15) calendar days of New Access's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. New Access agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of New Access's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with New Access ends, upon the

- termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to New Access's designated collocation arrangement location, after receipt of the BFFO without charge to New Access. New Access must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date New Access desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, New Access may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO. In the event New Access desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit New Access to access the Collocation Space accompanied by a security escort, at New Access's expense. New Access must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. New Access shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), New Access shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, New Access shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of New Access violates the provisions of this paragraph, BellSouth shall provide written notice to New Access, which shall direct New Access to cure the violation within forty-eight (48) hours of New Access's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if New Access fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage

- to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation, including, without limitation, the interruption of electrical power to New Access's equipment. BellSouth will endeavor, but is not required, to provide notice to New Access prior to the taking of such action and BellSouth shall have no liability to New Access for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and New Access fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to New Access or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by New Access is significantly degrading the performance of other advanced services or traditional voice band services, New Access shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology
- 5.12 Personalty and its Removal. Facilities and equipment placed by New Access in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by New Access at any time. Any damage caused to the Collocation Space by New Access's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by New Access at its sole expense. If New Access decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill New Access a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. Under no condition shall New Access or any person acting on behalf of New Access make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment

shall be paid by New Access. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides New Access with an Application Response.

- 5.14 Janitorial Service. New Access shall be responsible for the general upkeep of its Collocation Space. New Access shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to New Access and BellSouth that are different from the procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For New Access or New Access's Guest(s) initial equipment placement, New Access shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by New Access, which will be billed by BellSouth on the date that BellSouth provides New Access with an Application Response.
- 6.3 Subsequent Application. In the event New Access or New Access's Guest(s) desires to modify the use of the Collocation Space after a BFFO, New Access shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by New Access in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by New Access for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in

instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides New Access with an Application Response.

6.4 Space Preferences. If New Access has previously requested and received a Space Availability Report for the Premises, New Access may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the New Access's preference(s), New Access may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides New Access with an Application Response.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify New Access of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by New Access or space that is configured differently, no application fee will apply. If New Access decides to accept the available space, New Access must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When New Access resubmits its application, BellSouth will bill New Access the appropriate application fee.

6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill New Access an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by New Access or space that is configured differently, if New Access decides to accept the

available space, New Access must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days in regard to space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify New Access of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by New Access or space that is configured differently, no application fee will apply. If New Access decides to accept the available space, New Access must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When New Access resubmits its application, BellSouth will bill New Access the appropriate application fee. Denial of Application. If BellSouth notifies New Access that no space is available (Denial of Application), BellSouth will not assess an application fee to New Access. After notifying New Access that BellSouth has no available space in the requested Premises, BellSouth will allow New Access, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit New Access to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly

- known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, New Access must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If New Access has originally requested caged Collocation Space and cageless Collocation Space becomes available, New Access may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that New Access wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. New Access may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If New Access does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove New Access from the waiting list. Upon request, BellSouth will advise New Access as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than

- that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable New Access to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When New Access submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.3 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of New Access, or necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge New Access the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require New Access to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides New Access with an Application Response.
- 6.11 Bona Fide Firm Order.
- 6.11.1 New Access shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to New Access's Bona Fide Application or New Access's application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of New Access's BFFO. BellSouth will acknowledge the receipt of New Access's BFFO within seven (7) calendar days of receipt, so that New Access will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and New Access cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 When New Access adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay New Access's operation.

- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to New Access, when New Access requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, New Access must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for New Access's point of termination.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments – Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.
- 7.1.4.6 If New Access submits an augment application request that includes two augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the augment interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If New Access submits an augment application request that includes three augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).
- 7.1.4.8 If New Access submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by New Access and BellSouth. If New Access and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for New Access’s physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to New Access at the time BellSouth provides New Access with the Application Response. New Access will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

- 7.2 Joint Planning. Joint planning between BellSouth and New Access will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to New Access during the joint planning meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. New Access will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to New Access that the Collocation Space is ready for occupancy. In the event New Access fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by New Access on the Space Ready Date. BellSouth will correct any deviations to New Access's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to New Access prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which New Access has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to New Access prior to the Provisioning Interval for those Premises in which New Access has a physical collocation arrangement with a POT bay provided by New Access or a virtual collocation arrangement, until New Access provides BellSouth with the following information:
- 7.5.1 For a physical collocation arrangement with a New Access-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of New Access's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by New Access's BellSouth Certified Supplier.
- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from New Access. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

- 7.5.4 BellSouth will bill New Access a nonrecurring charge, as set forth in Exhibit B, each time New Access requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to New Access.
- 7.6 Use of BellSouth Certified Supplier. New Access shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. New Access and New Access's BellSouth Certified Supplier must follow and comply with all of BellSouth's requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, New Access must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide New Access with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing New Access's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and New Access upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill New Access directly for all work performed for New Access pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by New Access's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to New Access or any supplier proposed by New Access and will not unreasonably withhold certification. All work performed by or for New Access shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. New Access shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service New Access's Collocation Space. Upon request, BellSouth will provide New Access with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by New Access. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, New Access may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by New Access, such information will be provided to New Access in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to New Access within one hundred eighty (180) calendar days of BellSouth's written denial of New Access's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) New Access was not informed in the written denial that physical

- Collocation Space would become available within such one hundred eighty (180) calendar days, then New Access may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. New Access must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within thirty (30) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill New Access an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to New Access.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If at any time prior to space acceptance, New Access cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if New Access cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill New Access for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. New Access, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.

7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to New Access.

8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by New Access. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to New Access.

8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of New Access's BFFO.

8.3 Recurring Charges. If New Access has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that New Access fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If New Access occupies the space prior to the Space Ready Date, the date New Access occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. New Access shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event New Access opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to New Access as prescribed in this Section.

8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, New Access shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, New Access shall pay floor space charges based upon the following floor space

- calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event New Access's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, New Access shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for New Access's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at New Access's option within the Premises. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by New Access's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from New Access certifying the completion of the power reduction, including the removal of the power cabling by New Access's BellSouth Certified Supplier.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by New Access's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by New Access's BellSouth Certified Supplier. New Access is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to New Access's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by New Access must provide BellSouth with a copy of the engineering power specifications prior to the day on which New Access's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and New Access's arrangement area. New Access shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within New Access's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. New Access shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.
- 8.6.2 If New Access elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed New Access's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and

- installed by New Access's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. New Access's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At New Access's option, New Access may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to New Access's equipment or space enclosure. New Access shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within New Access's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and New Access's arrangement area.
- 8.6.4 In Alabama and Louisiana, New Access has the option to purchase power directly from an electric utility company. Under such an option, New Access is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by New Access. New Access's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If New Access previously had power supplied by BellSouth, New Access may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc. utilized by New Access in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, New Access has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, New Access is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by New Access. New Access's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety,

- electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. New Access must submit an application to BellSouth for the appropriate amount of Collocation Space that New Access requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of New Access's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. New Access shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. New Access would still have the option to order its power needs directly from BellSouth.
- 8.6.6 If New Access requests a reduction in the amount of power that BellSouth is currently providing, New Access must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if New Access is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, New Access must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever New Access or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and New Access shall pay for such half-hour charges in the event New Access fails to show up.

- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of New Access's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 New Access shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 New Access shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of New Access's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 New Access may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to New Access to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by New Access shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all New Access's property has been removed from BellSouth's Premises, whichever period is longer. If

- New Access fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from New Access.
- 9.5 New Access shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. New Access shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from New Access's insurance company. New Access shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 New Access must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If New Access's net worth exceeds five hundred million dollars (\$500,000,000), New Access may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. New Access shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to New Access in the event that self-insurance status is not granted to New Access. If BellSouth approves New Access for self-insurance, New Access shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of New Access's corporate officers. The ability to self-insure shall continue so long as the New Access meets all of the requirements of this Section. If New Access subsequently no longer satisfies this Section, New Access is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to New Access to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or New Access), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of New Access's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between New Access's equipment and equipment of BellSouth. BellSouth may conduct an inspection if New Access adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide New Access with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, New Access will be required, at its own expense, to conduct a statewide investigation of criminal history records for each New Access employee hired in the past five years being considered for work on the Premises, for the states/counties where the New Access employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. New Access shall not be required to perform this investigation if an affiliated company of New Access has performed an investigation of the New Access employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if New Access has performed a pre-employment statewide investigation of criminal history records of the New Access employee for the states/counties where the New Access employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 New Access will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

- 12.3 New Access shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and New Access's name. BellSouth reserves the right to remove from its Premises any employee of New Access not possessing identification issued by New Access or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. New Access shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. New Access shall be solely responsible for ensuring that any Guest(s) of New Access is in compliance with all subsections of this Section.
- 12.4 New Access shall not assign to the Premises any personnel with records of felony criminal convictions. New Access shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any New Access personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that New Access chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, New Access may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 New Access shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 New Access shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each New Access employee or agent hired by New Access within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, New Access shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, New Access will disclose the nature of the convictions to BellSouth at that time. In the alternative, New Access may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other New Access employees requiring access to a Premises pursuant to this Attachment, New Access shall furnish BellSouth, prior to an employee gaining such

access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, New Access shall promptly remove from Premises any employee of New Access BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of New Access is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview New Access's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to New Access's Security representative of such interview. New Access and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving New Access's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill New Access for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that New Access's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill New Access for BellSouth property, which is stolen or damaged where an investigation determines the culpability of New Access's employees, agents, or suppliers and where New Access agrees, in good faith, with the results of such investigation. New Access shall notify BellSouth in writing immediately in the event that New Access discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. New Access shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for New Access's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for New Access's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to New Access, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. New Access may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If New Access's acceleration of the project increases the cost of the project, then those additional charges will be incurred by New Access. Where allowed and where practical, New Access may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, New Access shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for New Access's permitted use, until such Collocation Space is fully repaired and restored and New Access's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where New Access has placed an Adjacent Arrangement pursuant to Section 3.4, New Access shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and New Access shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null

and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

15.1 New Access understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and New Access agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and New Access shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. New Access should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for New Access to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. New Access will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by New Access when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the New Access space with proper notification. BellSouth reserves the right to stop any New Access work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by New Access are owned by New Access. New Access will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by New Access or different hazardous materials used by New Access at Premises. New Access must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

- 1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by New Access to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and New Access will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and New Access will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, New Access must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and New Access shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, New Access agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. New Access further agrees to cooperate with BellSouth to ensure that New Access's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by New Access, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from New Access's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O

		(OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 5

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when New Access is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (“Remote Collocation Space”) pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to New Access Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow New Access to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by New Access and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of racks/bays specified by New Access may contemplate a request for space sufficient to accommodate New Access’s growth within a two-year period.
- 1.3.2 In the state of Florida, the number of racks/bays specified by New Access may contemplate a request for space sufficient to accommodate New Access’s growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special

- considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies New Access that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon New Access's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for New Access. New Access agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for New Access. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for New Access as above, New Access shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with New Access in obtaining such permission.
- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. New Access will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. New Access shall use the Remote Collocation Space for the purposes of installing, maintaining and operating New Access's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. New Access agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 Space Availability Report. Upon request from New Access, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at

- the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.1 The request from New Access for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If New Access is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, New Access may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, New Access should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. New Access should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify New Access and inform New Access of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide New Access with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a New Access request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by New Access, up to a maximum of thirty (30) wire centers per New Access request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) New Access agrees to pay the costs incurred by BellSouth in providing the information.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow New Access to collocate New Access's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow New Access to have direct access to New Access's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where New Access's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, New Access must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.
- 3.2 Caged. At New Access's expense, New Access may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. New Access's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with New Access and provide, at New Access's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for New Access's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. New Access's BellSouth Certified Supplier shall bill New Access directly for all work performed for New Access pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by New Access's BellSouth Certified Supplier. New Access must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access New Access's locked enclosure prior to notifying New Access at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for New Access.
- 3.2.1 BellSouth may elect to review New Access's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to New Access indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if New Access has indicated their desire to construct their own enclosure. If New Access's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its

- review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review New Access's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require New Access to remove or correct within seven (7) calendar days at New Access's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.3 Shared Collocation. New Access may allow other telecommunications carriers to share New Access's Remote Collocation Space pursuant to terms and conditions agreed to by New Access ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. New Access shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by New Access that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and New Access.
- 3.3.1 New Access, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide New Access with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, New Access shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest. In Florida the Guest may directly submit bay/rack placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides its written response ("Application Response").
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.3 New Access shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of New Access's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by New Access and in conformance with BellSouth's design and construction Specifications. Further, New Access shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should New Access elect Adjacent Collocation, New Access must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, New Access and New Access's BellSouth Certified Supplier must comply with local building code requirements. New Access's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. New Access's BellSouth Certified Supplier shall bill New Access directly for all work performed for New Access pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by New Access's BellSouth Certified Supplier. New Access must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access New Access's locked enclosure prior to notifying New Access at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 New Access must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review New Access's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require New Access to remove or correct within seven (7) calendar days at New Access's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

- 3.4.3 New Access shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (“HVAC”), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At New Access’s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. New Access’s BellSouth Certified Supplier shall be responsible, at New Access’s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit New Access to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both New Access’s agreement and the other collocated telecommunications carrier’s agreement must contain rates, terms and conditions for CCXC language. At no point in time shall New Access use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 New Access must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by New Access. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where New Access’s equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, New Access will have the option of using New Access’s own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. New Access shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. New Access shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). New Access is responsible for ensuring the integrity of the signal.
- 3.5.2 New Access shall be responsible for providing a letter of authorization (“LOA”) to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. New Access-provisioned CCXC shall utilize common cable support structure.

There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, New Access will have the option of using New Access's own technicians to construct its own dedicated support structure.

- 3.5.3 To order CCXCs, New Access must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify New Access in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). New Access will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying New Access that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to New Access's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If New Access has met the fifteen (15) calendar day interval(s), billing will begin upon the date of New Access's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that New Access fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by New Access on the Space Ready Date and billing will commence from that date. If New Access decides to occupy the space prior to the Space Ready Date, the date New Access occupies the space becomes the new Space Acceptance Date and billing begins from that date. New Access must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, New Access's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, New Access may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date New Access and BellSouth conduct an inspection of the terminated space and

jointly sign off on the Space Relinquishment Form or on the date that New Access signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and New Access jointly conduct an inspection which confirms that New Access has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate New Access's right to occupy the Remote Collocation Space in the event New Access fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, New Access at its expense shall remove its equipment and other property from the Remote Collocation Space. New Access shall have thirty (30) calendar days from the Bona Fide Firm Order ("BFFO") Application Date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of New Access's Guest(s), unless New Access's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. New Access shall continue payment of monthly fees to BellSouth until such date as New Access, and if applicable New Access's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should New Access or New Access's Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of New Access or New Access's Guest(s), in any manner that BellSouth deems fit, at New Access's expense and with no liability whatsoever for New Access's or New Access's Guest(s)'s property. Upon termination of New Access's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and New Access shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the New Access except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts New Access's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including but not limited to Record Drawings and ERMA Records. New Access shall be responsible for the cost of removing any New Access constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocation Space

- must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on New Access's failure to comply with this Section.
- 5.1.2.1 All New Access equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 New Access shall identify to BellSouth whenever New Access submits a Method of Procedure ("MOP") adding equipment to New Access's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in New Access's Remote Collocation Space. New Access shall submit a copy of the list of any lien holders or other entities that have a financial interest to New Access's ATCC Representative.
- 5.2 New Access shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 New Access shall place a plaque or other identification affixed to New Access's equipment to identify New Access's equipment, including a list of emergency contacts with telephone numbers.

- 5.4 Entrance Facilities. New Access may elect to place New Access-owned or New Access-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. New Access will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. New Access must contact BellSouth for instructions prior to placing the entrance facility cable. New Access is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. New Access may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to New Access's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. New Access must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the New Access provided riser cable to the spare capacity on the entrance facility. If New Access desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from New Access for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on New Access's entrance facility.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between New Access's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. New Access or its agent must perform all required maintenance to New Access equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 New Access's Equipment and Facilities. New Access, or if required by this Attachment, New Access's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by New Access which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. New Access and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and

- Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to New Access at least forty-eight (48) hours before access to the Remote Collocation Space is required. New Access may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that New Access will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, New Access shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. New Access agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of New Access or New Access's Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by New Access and returned to BellSouth Access Management within fifteen (15) calendar days of New Access's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. New Access agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of New Access's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with New Access or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to New Access's designated collocation arrangement location after receipt of the BFFO without charge to New Access. New Access must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date New Access desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, New Access may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event New Access desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit New Access to access the Remote Collocation Space accompanied by a security escort at New Access's expense. New Access must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. New Access shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), New Access shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, New Access shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of New Access violates the provisions of this paragraph, BellSouth shall give written notice to New Access, which notice shall direct New Access to cure the violation within forty-eight (48) hours of New Access's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if New Access fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to New Access's equipment. BellSouth will endeavor, but is not required, to provide notice to New Access prior to taking such action and shall have no liability to New Access for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and New Access fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to New Access or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, New Access shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for

deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.11 Personalty and its Removal. Facilities and equipment placed by New Access in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by New Access at any time. Any damage caused to the Remote Collocation Space by New Access's employees, agents or representatives shall be promptly repaired by New Access at its expense.
- 5.11.1 If New Access decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill New Access an Administrative Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall New Access or any person acting on behalf of New Access make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by New Access. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. New Access shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. New Access shall be responsible for removing any New Access debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to New Access and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Remote Site Application. When New Access or New Access's Guest(s) desires to install a bay/rack in a Remote Site Location, New Access shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An

- application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.
- 6.3 Availability of Space. Upon submission of an application, BellSouth will permit New Access to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify New Access of the amount that is available.
- 6.4 Space Availability Notification.
- 6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify New Access of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by New Access or differently configured no application fee shall apply. If New Access decides to accept the available space, New Access must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.
- 6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by New Access or differently configured, if New Access decides to accept the available space, New Access must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.4.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for

- eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify New Access of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by New Access or differently configured no application fee shall apply. If New Access decides to accept the available space, New Access must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.
- 6.5 Denial of Application. If BellSouth notifies New Access that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying New Access that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow New Access, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit New Access to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the

- telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, New Access must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If New Access has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, New Access may refuse such space and notify BellSouth in writing within that time that New Access wants to maintain its place on the waiting list without accepting such space. New Access may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If New Access does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove New Access from the waiting list. Upon request, BellSouth will advise New Access as to its position on the list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable New Access to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When New Access submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide

- application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.3 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of New Access or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge New Access a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 6.10.2 Bona Fide Firm Order.
- 6.10.3 New Access shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to New Access's Bona Fide application or the application will expire.
- 6.10.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of New Access's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.
- 7. Construction and Provisioning**
- 7.1 Construction and Provisioning Intervals.
- 7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for

- collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and New Access cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide New Access with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and New Access will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to New Access during joint planning.

- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walkthrough. New Access will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying New Access that the Remote Collocation Space is ready for occupancy. In the event that New Access fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by New Access on the Space Ready Date. BellSouth will correct any deviations to New Access's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. New Access shall select a supplier which has been approved by BellSouth to perform all engineering and installation work New Access and New Access's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, New Access must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide New Access with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing New Access's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and New Access upon successful completion of installation. The BellSouth Certified Supplier shall bill New Access directly for all work performed for New Access pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to New Access or any supplier proposed by New Access and will not unreasonably withhold certification. All work performed by or for New Access shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. New Access shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service New Access's Remote Collocation Space. Upon request, BellSouth will provide New Access with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by New Access. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, New Access may relocate its virtual Remote Collocation

- arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by New Access, such information will be provided to New Access in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to New Access within one hundred eighty (180) calendar days of BellSouth's written denial of New Access's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) New Access was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then New Access may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. New Access must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill New Access an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, New Access cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if New Access cancels its order for Remote Collocation Space at any time

- prior to space acceptance, BellSouth will bill New Access for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. New Access, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. If New Access has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that New Access fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If New Access occupies the space prior to the Space Ready Date, the date New Access occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.2.1 In Tennessee, the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by New Access. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power New Access's equipment. New Access shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for New Access's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at New Access's option within the Remote Site

- Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for New Access's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by New Access's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from New Access certifying the completion of the power reduction, including the removal of the power cabling by New Access's BellSouth Certified Supplier.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by New Access's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. New Access's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At New Access's option, New Access may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever New Access or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and New Access shall pay for such half-hour charges in the event New Access fails to show up.
- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 New Access shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 New Access shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of New Access's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 New Access may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to New Access to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by New Access shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of New Access's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If New Access fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from New Access.
- 9.5 New Access shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. New Access shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from New Access's insurance company. New Access shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center

675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 New Access must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If New Access's net worth exceeds five hundred million dollars (\$500,000,000), New Access may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. New Access shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to New Access in the event that self-insurance status is not granted to New Access. If BellSouth approves New Access for self-insurance, New Access shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of New Access's corporate officers. The ability to self-insure shall continue so long as New Access meets all of the requirements of this Section. If New Access subsequently no longer satisfies this Section, New Access is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to New Access to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10. Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or New Access), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of New Access's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between New Access's equipment and equipment of BellSouth. BellSouth may conduct an inspection if New Access adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide New Access with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 Unless otherwise specified, New Access will be required, at its own expense, to conduct a statewide investigation of criminal history records for each New Access employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the New Access employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. New Access shall not be required to perform this investigation if an affiliated company of New Access has performed an investigation of the New Access employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if New Access has performed a pre-employment statewide investigation of criminal history records of the New Access employee for the states/counties where the New Access employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 New Access will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.3 New Access shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and New Access's name. BellSouth reserves the right to remove from its Remote Site Location any employee of New Access not possessing identification issued by New Access or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. New Access shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. New Access shall be solely responsible for ensuring that any Guest(s) of New Access is in compliance with all subsections of this Section.

12.4 New Access shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. New Access shall not assign to the

- BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any New Access personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that New Access chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, New Access may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 New Access shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 New Access shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each New Access employee or agent hired by New Access within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, New Access shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, New Access will disclose the nature of the convictions to BellSouth at that time. In the alternative, New Access may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other New Access employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, New Access shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, New Access shall promptly remove from BellSouth's Remote Site Location any employee of New Access BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of New Access is found interfering with the property or personnel of BellSouth or another collocated

- telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview New Access's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to New Access's Security representative of such interview. New Access and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving New Access's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill New Access for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that New Access's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill New Access for BellSouth property, which is stolen or damaged where an investigation determines the culpability of New Access's employees, agents, or suppliers and where New Access agrees, in good faith, with the results of such investigation. New Access shall notify BellSouth in writing immediately in the event that the New Access discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. New Access shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Remote Collocation Space**
- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered

wholly unsuitable for New Access's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for New Access's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to New Access, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. New Access may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If New Access's acceleration of the project increases the cost of the project, then those additional charges will be incurred by New Access. Where allowed and where practical, New Access may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, New Access shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for New Access's permitted use, until such Remote Collocation Space is fully repaired and restored and New Access's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where New Access has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, New Access shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and New Access shall each have the right to terminate this Attachment with respect to

such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 New Access understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and New Access agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and New Access shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. New Access should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for New Access to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. New Access will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by New Access when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the New Access space with proper notification. BellSouth reserves the right to stop any New Access work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by New Access are owned by New Access. New Access will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by New Access or different hazardous materials used by New

Access at the BellSouth Remote Site Location. New Access must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by New Access to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and New Access will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and New Access will develop a cost sharing procedure. If BellSouth’s permit or EPA identification number must be used, New Access must comply with all of BellSouth’s permit conditions and environmental processes, including environmental “best management practices (BMP)” (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and New Access shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth’s Remote Site Location, New Access agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. New Access further agrees to cooperate with BellSouth to ensure that New Access's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth’s Environmental M&Ps which apply to the specific Environmental function being performed by New Access, its employees, agents and/or suppliers.
 - 2.1.1 The most current version of reference documentation must be requested from New Access's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and	<ul style="list-style-type: none"> • Std T&C 450

tubes, solvents & cleaning materials)	<p>regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST

	All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Supply Chain Services <ul style="list-style-type: none"> • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant

damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Optional Daily Usage File

1. Upon written request from New Access, BellSouth will provide the Optional Daily Usage File (ODUF) service to New Access pursuant to the terms and conditions set forth in this section.
2. New Access shall furnish all relevant information required by BellSouth for the provision of ODUF.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a New Access customer.
4. Charges for ODUF will appear on New Access's monthly bills. The charges are as set forth in Attachment 1, Table 1 of this Agreement. ODUF charges are billed once a month for the previous month's usage. New Access will be billed at the ODUF rates that are in effect at the end of the previous month.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in New Access's billing system will be the responsibility of New Access. If, however, New Access should encounter significant volumes of errored messages that prevent processing by New Access within its systems, BellSouth will work with New Access to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the ODUF feed.
 - 7.1 ODUF Message to be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to New Access:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service

- 7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to New Access.
- 7.1.4 In the event that New Access detects a duplicate on ODUF they receive from BellSouth, New Access will drop the duplicate message and will not return the duplicate to BellSouth).
- 7.2 ODUF Physical File Characteristics
 - 7.2.1 ODUF will be distributed to New Access via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and New Access for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, New Access will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Access will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Access. Additionally, all message toll charges associated with the use of the dial circuit by New Access will be the responsibility of New Access. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on New Access end for the purpose of data transmission will be the responsibility of New Access.
 - 7.2.3 If New Access utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of New Access.
- 7.3 ODUF Packing Specifications
 - 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to New Access which BellSouth RAO is sending the message. BellSouth and New Access will use the invoice sequencing to control

data exchange. BellSouth will be notified of sequence failures identified by New Access and resend the data as appropriate.

The data will be packed using ATIS EMI records.

- 7.4 ODUF Pack Rejection. New Access will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. New Access will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to New Access by BellSouth.
- 7.5 ODUF Control Data. New Access will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate New Access received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by New Access for reasons stated in the above section.
- 7.6 ODUF Testing. Upon request from New Access, BellSouth shall send test files to New Access for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that New Access set up a production (live) file. The live test may consist of New Access's employees making test calls for the types of services New Access requests on ODUF. These test calls are logged by New Access, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from New Access, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to New Access pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. New Access shall furnish all relevant information required by BellSouth for the provision of EODUF.
3. EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the EODUF will appear on New Access's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Attachment 1, Table 1 of this Agreement.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of New Access will be the responsibility of New Access. If, however, New Access should encounter significant volumes of errored messages that prevent processing by New Access within its systems, BellSouth will work with New Access to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the EODUF feed.
 - 7.1 Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to New Access:

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

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

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to New Access.
- 7.1.3 In the event that New Access detects a duplicate on EODUF they receive from BellSouth, New Access will drop the duplicate message (New Access will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

- 7.2.1 The EODUF feed will be distributed to New Access via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. EODUF messages will be intermingled among New Access's ODUF messages. EODUF will be a variable block format. The data on EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and New Access for the purpose of data transmission as set forth in Section 7.2.2 in Exhibit C.
- 7.2.3 If New Access utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of New Access.

7.3 Packing Specifications

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to New Access which BellSouth RAO is sending the message. BellSouth and New Access will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by New Access and resend the data as appropriate.

The data will be packed using ATIS EMI Records.