

BELLSOUTH® / CLEC Agreement

Customer Name: Cinergy Communications Company

Cinergy Communications Company - Standalone Agreement	2
General Terms and Conditions	3
Attachment 1 rates	26
Attachment 2 rates	28
Attachment 3 rates	65
Attachment 4 rates	66
Attachment 5 rates	70
Attachment 7 rates	71
Exhibit 2 - RCF	72
RCF rates	73
Cinergy Communications - Port Amendment	77
Cinergy - Amendment to add channelization port usoc	85

By and Between
BellSouth Telecommunications, Inc.
And
Cinergy Communications Company

AGREEMENT

THIS INTERIM AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and Cinergy Communications Company, a Kentucky corporation, and shall be deemed effective as of the date of the last signature of both Parties (“Effective Date”). This Agreement may refer to either BellSouth or Cinergy Communications Company or both as a “Party” or “Parties.”

WITNESSETH

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

WHEREAS, Cinergy Communications Company is or seeks to become a CLEC authorized to provide telecommunications services in the states of Kentucky and Tennessee; and

WHEREAS, Cinergy Communications Company wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

WHEREAS, BellSouth and Cinergy Communications Company have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (“New Interconnection Agreement”) to replace the existing interconnection agreement between the Parties, which expired on November 29, 2001 (“Expired Interconnection Agreement”); and

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

WHEREAS, BellSouth and Cinergy Communications Company are currently involved in arbitration proceedings (the “Arbitration”) before the Kentucky Public Service Commission and the Tennessee Regulatory Authority to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, Cinergy Communications Company desires access to incorporate rates as set forth by the Kentucky Public Service Commission in Administrative Case No. 382, on December 18, 2001; and

WHEREAS, BellSouth agrees to provide such rates; and

WHEREAS, Cinergy Communications Company desires to incorporate provisions and rates for Remote Call Forwarding for Kentucky and Tennessee; and

1. The Parties agree that the rates in Attachments 1, 2, 3, 4, 5, & 7, in the Expired Agreement and Amendments, for the state of Kentucky, are hereby replaced in their entirety by the rates ordered by the Kentucky Public Service Commission in Administrative Case No. 382 as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. The Parties agree to incorporate provisions and rates for the Unbundled Network Element, Remote Call Forwarding in Attachment 2, for Kentucky and Tennessee, as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.
3. Any rate in the Expired Agreement and Amendments that is not expressly replaced by the rates set forth in Exhibits 1 and 2, and as described above, shall remain in full force and effect in accordance with the terms of the Expired Agreement.
4. The Parties agree that all of the other provisions of the Expired Agreement and Amendments shall remain in full force and effect, except as stated in this Agreement.
5. The Parties agree that either or both of the Parties is authorized to submit this Agreement to the applicable Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Agreement, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Cinergy Communications Company agree as follows:

Definitions

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

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

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

1. CLEC Certification

1.1 Cinergy Communications Company agrees to provide BellSouth in writing the certificate number or docket number, for the docket pending certification, for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate commission for approval.

1.2 Additionally, Cinergy Communications Company will notify BellSouth in writing when it becomes certified or has a docket pending certification to operate in any other state in the BellSouth region. Upon notification, BellSouth will file this Agreement with the appropriate commission for approval.

2. Term of the Agreement

2.1.1 This Interim Agreement shall remain in effect until such time as the Parties execute the New Interconnection Agreement. The term of this Interim Agreement shall begin on the Effective Date of this Agreement and shall apply to the BellSouth territory in the state(s) of Kentucky and Tennessee.

3. Operational Support Systems

3.1 Cinergy Communications Company shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

4. Parity

4.1 When Cinergy Communications Company purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth

to Cinergy Communications Company shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of Cinergy Communications Company shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's end users and service quality as perceived by Cinergy Communications Company.

5. White Pages Listings

5.1 BellSouth shall provide Cinergy Communications Company and their customers access to white pages directory listings under the following terms:

5.2 Listings. Cinergy Communications Company shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Cinergy Communications Company residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Cinergy Communications Company and BellSouth subscribers.

5.2.1 Rates. So long as Cinergy Communications Company provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Cinergy Communications Company one (1) primary White Pages listing per Cinergy Communications Company subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.3 Procedures for Submitting Cinergy Communications Company Subscriber Information are found in The BellSouth Business Rules for Local Ordering.

5.3.1 Notwithstanding any provision(s) to the contrary, Cinergy Communications Company shall provide to BellSouth, and BellSouth shall accept, Cinergy Communications Company's Subscriber Listing Information (SLI) relating to Cinergy Communications Company's customers in the geographic area(s) covered by this Interconnection Agreement. Cinergy Communications Company authorizes BellSouth to release all such Cinergy Communications Company SLI provided to BellSouth by Cinergy Communications Company to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such Cinergy Communications Company SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant

to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to Cinergy Communications Company for BellSouth's receipt of Cinergy Communications Company SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Cinergy Communications Company's SLI, or costs on an ongoing basis to administer the release of Cinergy Communications Company SLI, Cinergy Communications Company shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Cinergy Communications Company's SLI, Cinergy Communications Company will be notified in writing. If Cinergy Communications Company does not wish to pay its proportionate share of these reasonable costs, Cinergy Communication Company may instruct Bell South that it does not wish to authorize its release of SLI to independent publishers, and Cinergy Communications will not thereafter be liable for such costs.
- 5.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Cinergy Communications Company under this Agreement. Cinergy Communications Company shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses including but not limited to reasonable attorneys' fees and expenses arising from Cinergy Communications Company's failure to provide BellSouth accurate listings. BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Cinergy Communications Company listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Cinergy Communications Company any complaints received by BellSouth relating to the accuracy or quality of Cinergy Communications Company listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. Cinergy Communications Company will be required to provide to BellSouth the names, addresses and telephone numbers of all Cinergy Communications Company customers that wish to be omitted from directories.
- 5.5 Inclusion of Cinergy Communications Company Customers in Directory Assistance Database. BellSouth will include and maintain Cinergy Communications Company subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Cinergy Communications Company shall provide such Directory Assistance listings at no recurring charge. BellSouth and Cinergy Communications Company will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

- 5.6 Listing Information Confidentiality. BellSouth will accord Cinergy Communications Company's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Cinergy Communications Company's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.
- 5.7 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Directories. BellSouth or its agent shall deliver White Pages directories to Cinergy Communications Company subscribers at no charge and within the same time frame as BellSouth delivers such directories to its own subscribers.
- 6. Bona Fide Request/New Business Request Process for Further Unbundling**
- 6.1 BellSouth shall, upon request of Cinergy Communications Company, provide to Cinergy Communications Company access to its network elements at any technically feasible point for the provision of Cinergy Communications Company's telecommunications service where such access is necessary and failure to provide access would impair the ability of Cinergy Communications Company to provide services that it seeks to offer. Any request by Cinergy Communications Company for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process as described in Attachment 12 to this Agreement.
- 6.2 Cinergy Communications Company shall submit any BFR/NBR in writing to Cinergy Communications Company's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response.
- 6.3 Local Dialing Parity. BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. Cinergy Communications Company Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, Cinergy Communications Company Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.
- 7. Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Cinergy Communications Company, BellSouth shall respond to

subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Cinergy Communications Company end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Cinergy Communications Company end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to Cinergy Communications Company. Where BellSouth is providing to Cinergy Communications Company telecommunications services for resale or providing to Cinergy Communications Company the local switching function, then Cinergy Communications Company agrees that in those cases where Cinergy Communications Company receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Cinergy Communications Company end users, and where Cinergy Communications Company does not have the requested information, Cinergy Communications Company will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

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

8. Liability and Indemnification

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

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Cinergy Communications Company for any act or omission of another telecommunications company providing services to Cinergy Communications Company.

8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed. Notwithstanding the foregoing, claims for damages by Cinergy Communications Company, any Cinergy Communications

Company customer or any other Person or entity against BellSouth, resulting from the gross negligence or intentional misconduct of BellSouth shall not be subject to any such limitation of liability.

- 8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 8.3.3 Neither BellSouth nor Cinergy Communications Company shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 8.3.4 Except in the case of gross negligence or intentional misconduct, under no circumstances shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement

pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

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

9. Intellectual Property Rights and Indemnification

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, Cinergy Communications shall not publish or use BellSouth's logo, trademark, service mark, name, domain name or language, pictures, or symbols or words from which the BellSouth name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit Cinergy from using the BellSouth name in valid comparative advertising. This paragraph 9.1 shall confer no rights on Cinergy Communications to the service marks, trademarks and trade names owned or used in connection with services by BellSouth, or its Affiliates, except as expressly permitted by BellSouth. Cinergy Communications Company may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement. LEAVE THIS IN

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

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement only to the extent arising from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded specifically for such claims in accordance with Section 8 preceding.
- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 9.7 Dispute Resolution. Any claim arising under this Section 9 shall be excluded from the dispute resolution procedures set forth in Section 11 and may be brought in a court of competent jurisdiction.

10. Proprietary and Confidential Information

- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Cinergy Communications Company, each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. BellSouth and Cinergy Communications Company shall use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- 10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 10.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

- 10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
- 10.8 Assignments
- 10.9 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Cinergy Communications Company, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.
- 11. Resolution of Disputes**
- 11.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. For issues over which the Commission does not have authority, the Parties may avail themselves of any available legal remedies in the appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their respective obligations under this Agreement, while any dispute resolution is pending.
- 12. Taxes**
- 12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other

taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

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

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

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

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

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

- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

13. Network Maintenance and Management

- 13.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g. maintenance contract numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.
- 13.2 Each Party hereto shall maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.
- 13.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.
- 13.4 BellSouth agrees to provide Cinergy Communications Company prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit

BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to Cinergy Communications Company under the terms of this Agreement.

14. Changes in Subscriber Carrier Selection

- 14.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from a Cinergy Communications Company Customer or another LEC in order to process a Cinergy Communications Company order for Resale Service for a Cinergy Communications Company End User. Unless required otherwise by applicable FCC or Commission rules, Cinergy Communications Company shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by Cinergy Communications Company under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.
- 14.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or cause to be switched that End User back to his preferred carrier in accordance with Applicable Law.

15. Force Majeure

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

16. Adoption of Agreements

- 16.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Cinergy Communications Company any interconnection agreement filed and approved pursuant to 47 USC § 252, during the original term of such Agreement. BellSouth shall also make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Cinergy Communications Company any interconnection service, network element, or combination of network elements provided under any other agreement filed and approved pursuant to 47 USC § 252 during the original term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, network element, or combination of network elements and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

17. Modification of Agreement

- 17.1 If Cinergy Communications Company changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Cinergy Communications Company to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 17.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 17.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Cinergy Communications Company or BellSouth to perform any material terms of this Agreement, Cinergy Communications Company or BellSouth may, on fifteen (15) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within sixty (60) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.
- 17.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

18. Non-waiver of Legal Rights

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

19. Severability

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

20. Waivers

20.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

21. Governing Law

21.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the services are provided, without regard to its conflict of laws principles.

22. Arm's Length Negotiations

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

23. Notices

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

BellSouth Telecommunications, Inc.

Account Team

600 North 19th Street
Birmingham, Alabama 35203

and

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

Cinergy Communications Company

Robert A. Bye
Corporate Counsel
8829 Bond Street
Overland park, KS 66214
(913) 492-1230 ext 5132

and

John Cinelli
President
1419 W. Lloyd Expy., Suite 101
Evansville, IN 47710

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

23.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

23.3 Notwithstanding the foregoing, BellSouth may provide Cinergy Communications Company notice via Internet posting of price changes, 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.

24. Headings of No Force or Effect

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

25. Multiple Counterparts

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

26. Implementation of Agreement

26.1 If Cinergy Communications Company is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

27. Filing of Agreement

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

28. Compliance with Applicable Law

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

29. Necessary Approvals

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

30. Good Faith Performance

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

31. Nonexclusive Dealings

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

32. Left Blank Intentionally**33. Survival**

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

34. Establishment of Service

If BellSouth is informed that an unauthorized change in local service to Cinergy Communications Company has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Cinergy Communications Company as the CLEC initiating the alleged unauthorized change, the appropriate

nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the relevant governmental agency will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and Cinergy Communications Company.

35. Entire Agreement

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

35.2 This Agreement includes rate attachments for provisions for the services provided under the Expired Agreement:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

35.3 This Agreement also includes an attachment with rates, terms and conditions for the provision of Remote Call Forwarding.

35.4 The following services are included as options for purchase by Cinergy Communications Company pursuant to the terms and conditions set forth in this Agreement. Cinergy Communications Company may elect to purchase said services by written request to its Account Manager if applicable:

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.

Cinergy Communications Company

By: Signature on file _____

By: Signature on file _____

Name: Elizabeth R. A. Shiroishi _____

Name: John P. Cinelli _____

Title: Assistant Director _____

Title: President _____

Date: September 6, 2002 _____

Date: August 30, 2002 _____

**Exhibit 1
RESALE DISCOUNTS AND RATES**

				KENTUCKY						
APPLICABLE DISCOUNTS										
RESIDENCE				16.79%						
BUSINESS				15.54%						
CSAs*										
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES										
<u>ELEMENT</u>	<u>USOC</u>									
Electronic LSR	SOME C				\$3.50					
Manual LSR	SOMAN				\$19.99					
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) RATES										
EODUF: Message Processing, per message					\$0.235889					
OPERATOR SERVICES (OPERATOR CALL PROCESSING AND DIRECTORY ASSISTANCE)										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)										
<u>ELEMENT</u>	<u>USOC</u>									
<u>Nonrecurring Charge:</u> Per Unique LCC, per Request, per Switch					\$229.65					
<u>Nonrecurring Disconnect Charge:</u> Per Unique LCC, per Request, per Switch					NA					
CUSTOM BRANDING ANNOUNCEMENT (CBA)										
DIRECTORY ASSISTANCE (DA) CBA via OLNS SOFTWARE										
Recording of DA CBA					\$3,000.00					
Loading of DA CBA per DRAM Card/Switch per OCN					\$1,700.00					

Exhibit 1
RESALE DISCOUNTS AND RATES

				KENTUCKY					
CUSTOM BRANDING ANNOUNCEMENT (CBA) CONT'd									
DIRECTORY ASSISTANCE (DA) UNBRANDING via OLNS SOFTWARE									
Loading of DA per OCN (1 OCN per Order)				\$420.00					
Loading of DA per Switch, per OCN				\$16.00					
OPERATOR ASSISTANCE (OA) CBA via OLNS SOFTWARE									
<u>ELEMENT</u>									
Recording of OA CBA				\$7,000.00					
Loading of OA CBA per shelf/ NAV per OCN				\$500.00					
Loading of DA CBA per DRAM Card/Switch per OCN				\$1,170.00					
OPERATOR ASSISTANCE (OA) UNBRANDING via OLNS SOFTWARE									
Loading of OA per OCN - Regional				\$1,200.00					

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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONAL SUPPORT SYSTEMS															
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEK 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 SOMEK 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.															
	Manual Service Order Charge, per LSR, Disconnect Only (KY)				SOMAN					0.99					
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEK		3.50								
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		7.86			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65		7.86			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65		7.86			
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	46.88				7.86			
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16				7.86			
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94				7.86			
	Engineering Information Document (EI)			UEANL			13.49	13.49							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01							
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		7.86			
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65		7.86			
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65		7.86			
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00							
	Engineering Information Document			UEQ			13.49	13.49							
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	46.88				7.86			
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16				7.86			
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43				7.86			
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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			

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
	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		7.86			
	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		7.86			
	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				7.86			
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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	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				7.86			
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, UDL, UDC, UDN, UDL, USL	ULM2L		9.24	9.24				7.86			
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		342.24	342.24				7.86			
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		9.24	9.24				7.86			
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		342.24	342.24				7.86			
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		10.47	10.47				7.86			
SUB-LOOPS															
Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		207.91	207.91				7.86			

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
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		12.50	12.50				7.86				
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		80.87	80.87				7.86				
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		45.04	45.04				7.86				
	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		7.86				
	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		7.86				
	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		7.86				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88		7.86				
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88		7.86				
	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		7.86				
	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		7.86				
	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		7.86				
	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		7.86				
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90		7.86				
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90		7.86				
	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		7.86				
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88		7.86				
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88		7.86				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23				7.86				
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23				7.86				
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		7.97	7.97				7.86				
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51				7.86				
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47				7.86				
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		115.96	91.91				7.86				
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56				7.86				
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56				7.86				
	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					7.86				
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		12.50	12.50				7.86				
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		527.98	11.32				7.86				

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
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	20.78	125.43	73.68	81.82	21.56		7.86			
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	26.41	125.43	73.68	81.82	21.56		7.86			
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	23.10	125.43	73.68	81.82	21.56		7.86			
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.01								
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	20.78	125.43	73.68	81.82	21.56		7.86			
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	26.41	125.43	73.68	81.82	21.56		7.86			
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	23.10	125.43	73.68	81.82	21.56		7.86			
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23.01								
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	3,386.00	407.14	160.86	91.19		7.86			
	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	3,386.00	407.14	160.86	91.19		7.86			
	Sub Loop Feeder - OC-3 - Per Mile Per Month	I		UDLO3	1L5SL	11.67									
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	58.27									
	Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	564.68	3,386.00	407.14	160.86	91.19		7.86			
	Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	14.36									
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	658.35									
	Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,778.00	3,386.00	407.14	160.86	91.19		7.86			
	Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	47.11									
	Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	330.39									
	Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,533.00	3,571.00	407.14	160.86	91.19		7.86			
	Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	372.76	788.37	407.14	160.86	91.19		7.86			
UNBUNDLED LOOP CONCENTRATION															
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	423.72	359.34	359.34				7.86			
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	51.60	149.72	149.72				7.86			
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	460.27	359.34	359.34				7.86			
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	86.95	149.72	149.72				7.86			
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.90	71.69	51.51	22.99	6.00		7.86			
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	7.78	16.59	16.50	8.42	8.37		7.86			
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	7.78	16.59	16.50	8.42	8.37		7.86			
	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		7.86			
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.58	16.59	16.50	8.42	8.37		7.86			
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	6.90	16.59	16.50	8.42	8.37		7.86			
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	33.74	16.59	16.50	8.42	8.37		7.86			
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.23	16.59	16.50	8.42	8.37		7.86			
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.23	16.59	16.50	8.42	8.37		7.86			
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.23	16.59	16.50	8.42	8.37		7.86			
UNE OTHER, PROVISIONING ONLY - NO RATE															
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX										
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE										

UNBUNDLED 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
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN								
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													
	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		7.86	
	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		7.86	
LOOP MAKE-UP													
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40					
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85					
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.67	0.67					
HIGH FREQUENCY SPECTRUM													
SPLITTERS-CENTRAL OFFICE BASED													
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	198.83	379.05	0.00	358.55	0.00		7.86	
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	49.71	379.05	0.00	358.55	0.00		7.86	
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	16.94	377.71	0.00	357.29	0.00		7.86	
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		173.62		100.40			7.86	
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		7.86	
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		32.90	16.43				7.86	
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		32.90	16.43				7.86	
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		7.86	
	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	0.647	37.02	21.20	21.10	9.87		7.86	
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.645	37.02	21.20	21.10	9.87		7.86	
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 per month			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75		7.86	
	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 per month			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75		7.86	
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01							

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				
													Rec	Nonrecurring		Nonrecurring Disconnect
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	25.86		47.34	31.78	22.77	8.75		7.86			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	20.97		47.35	31.78	22.77	8.75		7.86			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	20.97		47.35	31.78	22.77	8.75		7.86			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	96.04		105.52	98.46	23.09	20.49		7.86			
	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		7.86			
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.97										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	1,149.51		335.40	219.24	89.57	87.75		7.86			
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 Per Month			ULDVX	ULDV2	18.57		265.78	46.96	46.79	4.98		7.86			
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2	18.57		265.78	46.96	46.79	4.98		7.86			
	Local Channel - Dedicated - 4-Wire Voice Grade per month			UNDVX	ULDV4	19.86		266.48	47.65	47.54	5.73		7.86			
	Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	40.46		209.60	176.51	30.21	21.07		7.86			
	Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	43.39		209.60	176.51	30.21	21.07		7.86			
	Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	164.50		209.60	176.51	30.21	21.07		7.86			
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.74										
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	576.05		551.38	338.08	173.00	120.42		7.86			
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.74										
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	543.24		551.38	338.08	173.00	120.42		7.86			
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	113.33		101.40	71.60	13.79	13.04		7.86			
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.32		10.07	7.08				7.86			
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	2.84		10.07	7.08				7.86			
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.6228		10.07	7.08				7.86			
	DS3 to DS1 Channel System per month			UXTD3	MQ3	158.20		199.23	118.62	50.16	48.59		7.86			
	STS1 to DS1 Channel System per month			UXTS1	MQ3	158.20		199.23	118.62	50.16	48.59		7.86			
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	11.80		10.07	7.08				7.86			
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	11.80		10.07	7.08				7.86			
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	11.80		10.07	7.08				7.86			
DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	47.01										
	NRC Dark Fiber - Local Channel			UDF	UDFC4			732.53	192.67	377.27	241.67		7.86			
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	30.74										
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14			732.53	192.67	377.27	241.67		7.86			

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
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.48		44.23	31.98	12.81	11.57	7.86	
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	7.86	
AIN SELECTIVE CARRIER ROUTING													
	Regional Service Establishment			SRC	SRCEC			193,401.00	193,401.00	9,483.34	9,483.34	7.86	
	End Office Establishment			SRC	SRCEO			194.09	194.09	0.85	0.85	7.86	
	Line/Port NRC, per end user			SRC	SRCLP			2.06	2.06			7.86	
	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	7.86	
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP			8.64	8.64	10.03	10.03	7.86	
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P			8.64	8.64	10.03	10.03	7.86	
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU			38.65	38.65	29.88	29.88	7.86	
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC			75.08	75.08	12.93	12.93	7.86	
	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	7.86	
	AIN Toolkit Service - Training Session, Per Customer				BAPVX			8,436.93	8,436.93			7.86	
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT			8.64	8.64	10.03	10.03	7.86	
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD			8.64	8.64	10.03	10.03	7.86	
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM			8.64	8.64	10.03	10.03	7.86	
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO			51.01	51.01	18.50	18.50	7.86	
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC			51.01	51.01	18.50	18.50	7.86	
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF			51.01	51.01	18.50	18.50	7.86	
	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	7.86	
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.26		9.56	9.56			7.86	
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.72		8.64	8.64	6.08	6.08	7.86	
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.11		9.56	9.56			7.86	
ENHANCED EXTENDED LINK (EELs)													
NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;													
NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.													
NOTE: in all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)													
NOTE: in GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)													
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)													

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
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84		7.86			
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84		7.86			
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84		7.86			
	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		7.86			
	DS1 Channelization System Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67		7.86			
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.62	6.71	4.84				7.86			
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84		7.86			
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84		7.86			
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84		7.86			
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84				7.86			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86			
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84		7.86			
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84		7.86			
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84		7.86			
	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		7.86			
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67		7.86			
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84				7.86			
	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		7.86			
	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		7.86			
	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		7.86			
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84				7.86			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86			
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84		7.86			
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84		7.86			
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84		7.86			
	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		7.86			

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	
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	113.33		57.26	14.74	1.86	1.67				7.86	
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNC1X	MQ1	113.33		57.26	14.74	1.86	1.67				7.86	
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNC1X	UDL56	27.59		125.22	60.48	59.69	7.84				7.86	
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNC1X	UDL56	32.48		125.22	60.48	59.69	7.84				7.86	
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNC1X	UDL56	36.37		125.22	60.48	59.69	7.84				7.86	
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNC1X	UDL56	36.37		125.22	60.48	59.69	7.84				7.86	
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC			8.98	8.98	11.17	11.17				7.86	
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNC1X	UDL64	27.59		125.22	60.48	59.69	7.84				7.86	
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNC1X	UDL64	32.48		125.22	60.48	59.69	7.84				7.86	
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNC1X	UDL64	36.37		125.22	60.48	59.69	7.84				7.86	
	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				7.86	
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	113.33		57.26	14.74	1.86	1.67				7.86	
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNC1X	MQ1	113.33		57.26	14.74	1.86	1.67				7.86	
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNC1X	UDL64	27.59		125.22	60.48	59.69	7.84				7.86	
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNC1X	UDL64	32.48		125.22	60.48	59.69	7.84				7.86	
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNC1X	UDL64	36.37		125.22	60.48	59.69	7.84				7.86	
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNC1X	UDL64	36.37		125.22	60.48	59.69	7.84				7.86	
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC			8.98	8.98	11.17	11.17				7.86	
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	86.47		210.70	114.60	63.96	17.97				7.86	
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	114.10		210.70	114.60	63.96	17.97				7.86	
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	297.76		210.70	114.60	63.96	17.97				7.86	
	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				7.86	
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC			8.98	8.98	11.17	11.17				7.86	
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47		210.70	114.60	63.96	17.97				7.86	
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10		210.70	114.60	63.96	17.97				7.86	
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76		210.70	114.60	63.96	17.97				7.86	

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
	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		7.86			
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30		7.86			
	DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1	11.80	6.71	4.84				7.86			
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97		7.86			
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97		7.86			
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97		7.86			
	DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1	11.80	6.71	4.84				7.86			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	11.17	11.17		7.86			
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84		7.86			
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84		7.86			
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84		7.86			
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.01									
	Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42		7.86			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17		7.86			
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84		7.86			
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84		7.86			
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84		7.86			
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.01									
	Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42		7.86			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17		7.86			
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.25									
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67		7.86			
	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		7.86			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	11.17	11.17		7.86			
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.25									
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	320.51	237.36	147.69	83.43	32.67		7.86			
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.09									

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
													First	Add'l	First	Add'l				
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				7.86
	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				7.86
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.49							3.74	3.63	2.23	2.13				7.86
	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				7.86
	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				7.86
	Subsequent Activity			UEPSB	USASC	0.00							0.00	0.00	0.00					7.86
FEATURES																				
	All Available Vertical Features			UEPSB	UEPVF	0.00							0.00	0.00	0.00					7.86
EXCHANGE PORT RATES (DID & PBX)																				
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.49							39.05	18.17	15.38	0.89				7.86
	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				7.86
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPSP	UEPXC	1.49							39.05	18.17	15.38	0.89				7.86
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPSP	UEPXC	1.49							39.05	18.17	15.38	0.89				7.86
	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				7.86
	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				7.86
	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				7.86
	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				7.86
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.49							39.05	18.17	15.38	0.89				7.86
	Subsequent Activity			UEPSP	USASC	0.00							0.00	0.00	0.00					7.86
FEATURES																				
	All Available Vertical Features			UEPSP	UEPSE	0.00							0.00	0.00	0.00					7.86
EXCHANGE PORT RATES (COIN)																				
	Exchange Ports - Coin Port					1.49							3.74	3.63	2.23	2.13				7.86
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				7.86
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																				
EXCHANGE PORT RATES (DID & PBX)																				
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	10.51							92.18	15.82	52.16	5.30				7.86
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	74.77							164.86	77.74	60.69	3.86				7.86
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	13.46							60.67	50.67	32.83	14.17				7.86
	All Features Offered			UEPTX	UEPSX	0.00							0.00	0.00	0.00					7.86
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																				
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																				

UNBUNDLED 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	
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.15	21.29	15.49	2.85	2.67		7.86			
	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		7.86			
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.15	21.29	15.49	2.85	2.67		7.86			
	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				7.86			
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10				7.86			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10				7.86			
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				7.86			
	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		7.86			
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				7.86			
	FEATURES														
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				7.86			
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91				7.86			
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91				7.86			
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				7.86			
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				7.86			
	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		7.86			
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.15	21.29	15.49	2.85	2.67		7.86			
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	21.29	15.49	2.85	2.67		7.86			

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											
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNQ3	0.00																					
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.45																					
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15																					
	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																					
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	114.10																					
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	297.76																					
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																											
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	111.16																7.86					
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	222.32																	7.86				
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	444.64																	7.86				
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	666.96																	7.86				
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM192	889.28																	7.86				
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	1,111.60																	7.86				
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	1,333.92																	7.86				
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	1,778.56																	7.86				
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	2,223.20																	7.86				
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM576	2,667.84																	7.86				
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	3,112.48																	7.86				
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 Bell/South Allowed Changes			UEPMG	USAC4	0.00								94.30		4.24							7.86				
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in GA, KY, LA, MS & TN Only																											
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, & TN Only			UEPMG	VUMD4	0.00								718.89		469.86							149.83	17.77	7.86		
Bipolar 8 Zero Substitution																											
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00								0.00		730.00								7.86			
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00								0.00		730.00								7.86			
Alternate Mark Inversion (AMI)																											
	Superframe Format			UEPMG	MCOSF	0.00								0.00		0.00								0.00			
	Extended Superframe Format			UEPMG	MCOPO	0.00								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								7.86			
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.15								0.00		0.00								7.86			
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.15								0.00		0.00								7.86			
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.65								0.00		0.00								7.86			
Feature Activations - Unbundled Loop Concentration																											
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.62								25.40		13.41								4.17	4.15	7.86	
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.62								78.15		19.68									59.05	11.54	7.86
Telephone Number/ Group Establishment Charges for DID Service																											
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00								0.00		0.00									7.86		
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00								0.00		0.00										7.86	
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00								0.00		0.00										7.86	

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
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00		0.00	0.00			7.86	
	Reserve DID Numbers			UEPPX	NDV	0.00		0.00	0.00			7.86	
	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				
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.												
	These scenarios include:												
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.												
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.												
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).												
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.												
	The Market Rate for unbundled ports includes all available features in all states.												
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).												
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.												
	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.												
	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.												
	For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.												
	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					7.86		
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	14.37					7.86		
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	30.59					7.86		
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12.67					7.86		
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17.45					7.86		
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	33.22					7.86		
	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		7.86	
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	21.29	15.49	2.85	2.67		7.86	

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 Disconnect First	Nonrecurring Disconnect Add'l	SOME C	SOMAN	SOMAN
	Secondary Block, per Block			UEP91	M2CC1	0.00														
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00														
	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														
	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 Basic Local Area			UEP95	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			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			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67										
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			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 Funtionality, 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 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
													First	Add'l	First	Add'l					
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00							0.00	0.00							7.86
	Unbundled Network Access Register - Initial			UEP95	UARIX	0.00							0.00	0.00							7.86
	Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00							0.00	0.00							7.86
	Miscellaneous Terminations																				
	2-Wire Trunk Side																				
	Trunk Side Terminations, each			UEP95	CEND6	10.51							92.18	15.82	52.16	5.30					7.86
	4-Wire Digital (1.544 Megabits)																				
	DS1 Circuit Terminations, each			UEP95	M1HD1	74.77							164.86	77.74	60.69	3.86					7.86
	DS0 Channels Activated, each			UEP95	M1HDO	0.00							15.09								7.86
	Interoffice Channel Mileage - 2-Wire																				
	Interoffice Channel Facilities Termination			UEP95	MIGBC	29.11															7.86
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.01															7.86
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																				
	D4 Channel Bank Feature Activations																				7.86
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.62															7.86
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62															7.86
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62															7.86
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62															7.86
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62															7.86
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62															7.86
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62															7.86
	Non-Recurring 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							7.86
	Conversion of Existing Centrex Common Block, each			UEP95	USACN								18.95	8.32							7.86
	New Centrex Standard Common Block			UEP95	M1ACS	0.00							669.80	78.32	111.05	13.27					7.86
	New Centrex Customized Common Block			UEP95	M1ACC	0.00							669.80	78.32	111.05	13.27					7.86
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00							72.75								7.86
	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															7.86
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	14.37															7.86
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.59															7.86
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.67															7.86
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.45															7.86
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	33.22															7.86
	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					7.86

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 Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.15	21.29	15.49	2.85	2.67		7.86			
	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		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.15	21.29	15.49	2.85	2.67		7.86			
	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		7.86			
	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		7.86			
	AL, KY, LA, MS, SC, & TN Only											7.86			
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.15	21.29	15.49	2.85	2.67		7.86			

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						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	21.29	15.49	2.85	2.67		7.86			
	Local Switching														
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.8873						7.86			
	Local Number Portability														
	Local Number Portability (1 per port)			UEP9D	LNPCc	0.35									
	Features														
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00						7.86			
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.66					7.86			
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						7.86			
	NARS														
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				7.86			
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				7.86			
	Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00				7.86			
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP9D	CEND6	10.51	92.18	15.82	52.16	5.30		7.86			
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP9D	M1HD1	74.77	164.86	77.74	60.69	3.86		7.86			
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	15.09					7.86			
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	29.11						7.86			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.01						7.86			
	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						7.86			
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62						7.86			

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
	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 Tjje 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							
	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 Basic Local Area			UEP9E	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			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					

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
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	21.29	15.49	2.85	2.67		7.86			
	Local Switching														
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.8873						7.86			
	Local Number Portability														
	Local Number Portability (1 per port)			UEP9E	LNPCc	0.35						7.86			
	Features														
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						7.86			
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.66					7.86			
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						7.86			
	NARS														
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00							
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00							
	Unbundled Network Access Register - Outdial			UEP9E	UAROx	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		7.86			
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86		7.86			
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.09					7.86			
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	29.11						7.86			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.01						7.86			
	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						7.86			
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.62						7.86			
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.62						7.86			
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.62						7.86			
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.62						7.86			
	Feature Activation on D-4 Channel Bank Ttje Line/Trunk Loop Slot			UEP9E	1PQWQ	0.62						7.86			
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.62						7.86			
	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				7.86			
	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		7.86			
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	669.80	78.32	111.05	13.27		7.86			
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.75					7.86			
	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)														

UNBUNDLED NETWORK ELEMENTS - Tennessee											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	Nonrecurring Disconnect First							Add'l
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.																
For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
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		132.58										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44										
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43		19.99	19.99			
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53				19.99	19.99			
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqst Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF	0.94						19.99	19.99			
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO	22.36	22.36					19.99	19.99			
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT	44.71	44.70					19.99	19.99			
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provisioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39					19.99	19.99			
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11					19.99	19.99			
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39					19.99	19.99			
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55			19.99	19.99			
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requires Interoffice Channel Mileage																
Note 3 - 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	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
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		0.0006772bk																	
	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++	334.09	57.12																
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00																	
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00																	
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00																	
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00																	
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate 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																
	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																
	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																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23																	
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52																
	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																
LOCAL CHANNEL - DEDICATED TRANSPORT																							
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57	265.78	46.96															
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86	266.48	47.65															
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51															
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08															
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															
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62															
	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: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Recurring	Nonrecurring							Nonrecurring	Disconnect
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA	3,773.54	3,773.54	1.01	1.01						
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA	3,145.35	3,145.35	1.01	1.01						
	Physical Collocation Reduced Rate - Application Fee - Subsequent			CLO	PE1BL	742.12									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	1,206.07	1,206.07								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.26									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.57									
	Physical Collocation - Cable Installation			CLO	PE1BD	1,729.11		45.16							
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.99									
	Physical Collocation - Cable Support Structure			CLO	PE1PM	19.86									
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	8.06									
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR	399.50									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.44									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.88									
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.32									
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.68									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0665	24.88	23.82	12.77	11.46					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.48	44.23	31.98	12.81	11.57					
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	18.89	41.93	30.51	14.75	11.83					
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84					
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49					
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.97									

COLLOCATION - Kentucky											Attachment: 4		Exhibit: D		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Recurring	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.14									
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	76.10									
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.058	55.79	55.79							
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.64	15.64							
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74	45.74							
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29	26.29							
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29	26.29							
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,158.67	2,158.67							
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.113									
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.23									
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.60									
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	14.23									
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	48.57									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	65.50									
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.55								
	Collocation Cable Records - per request			CLO	PE1CR		1,524.45	980.01	267.02						
	Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.37	656.37	379.70						
	Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65	9.65	11.84	11.84					
	Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54					

COLLOCATION - Kentucky										Attachment: 4		Exhibit: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Recurring	Nonrecurring	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3	15.81	15.81	19.39	19.39						
	Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB	169.63	169.63	154.85	154.85						
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT	33.98	21.53								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT	44.26	27.81								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT	54.54	34.09								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00									
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00									
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00									
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00									
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00									
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00									
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0012									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0018									
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT	584.20									
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			CLOAC	PE1P2	0.0258	24.68	23.68	12.14	10.95					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0515	24.88	23.82	12.77	11.46					
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.37	44.23	31.98	12.81	11.57					
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	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		1.01						
	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 IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									

COLLOCATION - Kentucky										Attachment: 4		Exhibit: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Recurring	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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.															

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Kentucky										Attachment: 5		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
						Recurring	Nonrecurring		Nonrecurring						
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option.															

Exhibit 2

5.6.2.5 Remote Call Forwarding

- 5.6.2.5.1 As an option, BellSouth shall make available to Cinergy Communications Company an unbundled port with Remote Call Forwarding capability (“URCF service”). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, Cinergy Communications Company will ensure that the following conditions are satisfied:
 - 5.6.2.5.2 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user);
 - 5.6.2.5.3 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;
 - 5.6.2.5.4 That the URCF service will not be utilized to forward calls to another URCF or similar service; and
 - 5.6.2.5.5 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).
 - 5.6.2.5.6 In addition to the charge for the URCF service port, BellSouth shall charge Cinergy Communications Company the rates set forth in Exhibit B for unbundled local switching, tandem switching, and common transport, including all associated usage, incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward- to number (service).

**Unbundled Network Elements
TENNESSEE**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR			
							Rec	Nonrecurring		Nonrecurring Disconnect				Source	SOMEK	SOMAN
								First	Add'l	First	Add'l					
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47					
		Subsequent Activity			UEPEX	USASC										
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04					
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	16.26	30.23	29.49	4.10	4.10					
		All Features Offered			UEPTX UEPSX	UEPVF	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 Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00							
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98					
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY providing																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
		Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.89	9.93	9.19	3.66	2.92					
		Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.89	9.93	9.19	3.66	2.92					
		Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.89	9.93	9.19	3.66	2.92					
		Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.89	9.93	9.19	3.66	2.92					
Non-Recurring																
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		1.03	0.29							
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		1.03	0.29							
UNBUNDLED REMOTE CALL FORWARDING - Bus																
		Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.89	9.93	9.19	3.66	2.92					
		Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.89	9.93	9.19	3.66	2.92					
		Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.89	9.93	9.19	3.66	2.92					
		Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.89	9.93	9.19	3.66	2.92					
		Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.89	9.93	9.19	3.66	2.92					
Non-Recurring																
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		1.03	0.29							
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		1.03	0.29							

Unbundled Network Elements
TENNESSEE

OSS RATES			
Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
SOMAN	SOMAN	SOMAN	SOMAN
20.35	10.54	13.32	1.40
19.99	19.99	19.99	19.99
41.43	42.17	9.80	9.80
40.69	42.17	9.07	10.54
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40
20.35	10.54	13.32	1.40

**AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 6, 2002**

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company, ("Cinergy"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 6, 2002, ("Agreement") to be effective thirty (30) days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Cinergy entered into the Agreement on September 6, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add to the rates in Exhibit B of Attachment 2, the rates set forth in Exhibit 1 of this Amendment for the states of Kentucky and Tennessee, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated September 6, 2002, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Cinergy Communications Company

BellSouth Telecommunications, Inc.

By: Signature on file

By: Signature on file

Name: John P. Cinelli

Name: Elizabeth R. A. Shiroishi

Title: President

Title: Assistant Director

Date: September 27, 2002

Date: October 1, 2002

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
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
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)															
	Kentucky Extended Local Dialing Port without Caller ID capability			UEPSR	UEPWE	1.49	3.74	3.63	2.23	2.13					7.86
	Low Usage Line Port without Caller ID capability			UEPSR	UEPRT	1.49	3.74	3.63	2.23	2.13					7.86
FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00							7.86
2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Kentucky Extended Local Dialing Port without Caller ID capability			UEPSB	UEPWF	1.49	3.74	3.63	2.23	2.13					7.86
	Incoming Only without Caller ID capability			UEPSB	UEPBE	1.49	3.74	3.63	2.23	2.13					7.86
FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00							7.86
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. Additional NRCs may apply also and are categorized accordingly.															
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1												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)															
	Kentucky Extended Local Dialing Port without Caller ID capability			UEPRX	UEPWE	1.15	21.29	15.49	2.85	2.67					7.86
	Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	1.15	21.29	15.49	2.85	2.67					7.86
FEATURES															

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		
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00			7.86						
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			7.86						
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10			7.86						
ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00			7.86						
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											
	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)																	
	Kentucky Extended Local Dialing Port without Caller ID capability			UEPBX	UEPWF	1.15	21.29	15.49	2.85	2.67	7.86						
	Incominy Only without Caller ID capability			UEPBX	UEPBE	1.15	21.29	15.49	2.85	2.67	7.86						
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			7.86						
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10			7.86						
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10			7.86						
ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2	0.00	0.00	0.00			7.86						

UNBUNDLED NETWORK ELEMENTS - Tennessee											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	Nonrecurring Disconnect First						
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
UNBUNDLED 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)															
	Tennessee Area Plus Port without Caller ID capability			UEPSR	UEPRR	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Tennessee Extended Local Dialing Port without Caller ID capability			UEPSR	UEPWN	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Low Usage Line Port without Caller ID capability			UEPSR	UEPRT	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00				20.35	10.54	13.32	1.40
2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Tennessee Extended Local Dialing Port without Caller ID capability			UEPSB	UEPWO	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Tennessee (BUS) inward Collierville and Memphis Local Calling Plan			UEPSB	UEPB2	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan			UEPSB	UEPB3	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Incoming Only without Caller ID capability			UEPSB	UEPBE	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00				20.35	10.54	13.32	1.40
EXCHANGE PORT RATES (DID & PBX)															
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan			UEPSP	UEPA6	1.79	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPSP	UEPA7	1.79	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
FEATURES															
	All Available Vertical Features			UEPSP	UEPVF	0.00	0.00	0.00				20.35	10.54	13.32	1.40
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. Additional NRCs may apply also and are categorized accordingly.															
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
UNE Port/Loop Combination Rates															

UNBUNDLED NETWORK ELEMENTS - Tennessee														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	Nonrecurring First	Disconnect Add'l							OSS Rates(\$)
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18											
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01											
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02											
UNE Loop Rates																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31											
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32											
2-Wire Voice Grade Line Port Rates (Res)																	
	Tennessee Area Plus Port without Caller ID capability			UEPRX	UEPRR	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Tennessee Extended Local Dialing Port without Caller ID capability			UEPRX	UEPWN	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
FEATURES																	
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03			
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		1.03	0.29					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						30.89	7.03			
ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03			
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			14.18											
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01											
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02											
UNE Loop Rates																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31											
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32											
2-Wire Voice Grade Line Port (Bus)																	
	Tennessee Extended Local Dialing Port without Caller ID capability			UEPBX	UEPWO	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Tennessee (BUS) inward Collierville and Memphis Local Calling Plan			UEPBX	UEPB2	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan			UEPBX	UEPB3	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Incoming Only without Caller ID capability			UEPBX	UEPBE	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35											

UNBUNDLED NETWORK ELEMENTS - Tennessee														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	Nonrecurring First							Disconnect Add'l	OSS Rates(\$)
FEATURES																	
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						30.89	7.03			
ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03			
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				14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2				18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3				23.02										
UNE Loop Rates																	
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX		12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX		16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX		21.32										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																	
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan			UEPPX	UEPA6	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA7	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					30.89	7.03			
FEATURES																	
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29					30.89	7.03			
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29					30.89	7.03			
							0.76						30.89	7.03			
ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03			
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03			
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																	
> Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																	
This includes unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																	

UNBUNDLED NETWORK ELEMENTS - Tennessee														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	Add'l	Nonrecurring First	Nonrecurring Add'l	SOME C
> The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville). > BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference. > The Market Rate for unbundled ports includes all available features in all states. > End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge > For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																		
UNE Port/Loop Combination Rates																		
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48												
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31												
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32												
UNE Loop Rates																		
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48												
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31												
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32												
2-Wire Voice Grade Line Port (Res)																		
	Tennessee Area Plus Port without Caller ID capability			UEPRX	UEPRR	14.00	90.00	90.00			30.89	7.03						
	Tennessee Extended Local Dialing Port without Caller ID capability			UEPRX	UEPWN	14.00	90.00	90.00			30.89	7.03						
	Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	14.00	90.00	90.00			30.89	7.03						
LOCAL NUMBER PORTABILITY																		
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35												
FEATURES																		
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00			30.89	7.03						
NONRECURRING CHARGES - CURRENTLY COMBINED																		
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50			30.89	7.03						
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50			30.89	7.03						
ADDITIONAL NRCs																		
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2	0.00	0.00	0.00			30.89	7.03						
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			26.48												
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31												
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32												
UNE Loop Rates																		
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48												
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31												
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32												
2-Wire Voice Grade Line Port (Bus)																		
	Tennessee Extended Local Dialing Port without Caller ID capability			UEPBX	UEPWO	14.00	90.00	90.00			30.89	7.03						
	Tennessee (BUS) inward Collierville and Memphis Local Calling Plan			UEPBX	UEPB2	14.00	90.00	90.00			30.89	7.03						

UNBUNDLED NETWORK ELEMENTS - Tennessee														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	Nonrecurring Disconnect First							Add'l	OSS Rates(\$)
										SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan			UEPBX	UEPB3	14.00	90.00	90.00				30.89	7.03				
	Incoming Only without Caller ID capability			UEPBX	UEPBE	14.00	90.00	90.00				30.89	7.03				
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				30.89	7.03				
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50				30.89	7.03				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50				30.89	7.03				
ADDITIONAL NRCs																	
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2	0.00	0.00	0.00				30.89	7.03				
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			26.48											
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31											
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32											
UNE Loop Rates																	
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48											
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31											
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32											
2-Wire Voice Grade Line Port Rates (BUS - PBX)																	
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan			UEPPX	UEPA6	14.00	90.00	90.00				30.89	7.03				
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA7	14.00	90.00	90.00				30.89	7.03				
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				30.89	7.03				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		41.50	41.50				30.89	7.03				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		41.50	41.50				30.89	7.03				
ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				30.89	7.03				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				30.89	7.03				

**AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 6, 2002**

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company, ("Cinergy"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 6, 2002 ("Agreement") to be effective 10 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Cinergy entered into the Agreement on September 6, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add to the rates in Exhibit B of Attachment 2, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated September 6, 2002, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Cinergy Communications Company

BellSouth Telecommunications, Inc.

By: _____ Signature on file _____

By: _____ Signature on file _____

Name: _____ John Cinelli _____

Name: _____ Elizabeth R. A. Shiroishi _____

Title: _____ President _____

Title: _____ Assistant Director _____

Date: _____ November 14, 2002 _____

Date: _____ November 20, 2002 _____

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: B											
CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)						OSS RATES (\$)												
						Rec	Nonrecurring		NRC Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l								
							First	Add'l	First	Add'l							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																								
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																							
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																							
	Exchange Ports																							
	Unbundled Exchange Ports, 2-Wire Channelized-Outdial-(AL, KY, LA, MS, & TN)				UEPPX	UEPCY	1.15	0.00	0.00	0.00	0.00		7.86											
	Unbundled Exchange Ports, 2-Wire Channelized-Combination (AL, KY, LA, MS, & TN)				UEPPX	UEPCT	1.15	0.00	0.00	0.00	0.00		7.86											
	Unbundled Exchange Ports, 2-Wire Channelized-Outdial-Kentucky Only-Calling Plan				UEPPX	UEPCV	1.15	0.00	0.00	0.00	0.00		7.86											
	Unbundled Exchange Ports, 2-Wire Channelized-Two Way-Kentucky Only-Calling Plan				UEPPX	UEPCW	1.15	0.00	0.00	0.00	0.00		7.86											

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)						OSS RATES (\$)					
						Rec	Nonrecurring		NRC Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First	Add'l							
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																	
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																	
Exchange Ports																	
	Unbundled Exchange Ports, 2-Wire Channelized-Outdial-(AL, KY, LA, MS, & TN)			UEPPX	UEPCY	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized-Combination (AL, KY, LA, MS, & TN)			UEPPX	UEPCT	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – Tennessee Only – Calling Plan -			UEPPX	UEPCZ	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized – Two Way - Tennessee Only – Calling Plan -			UEPPX	UEPXV	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																	
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																	
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																	
Exchange Ports																	
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – (AL, KY, LA, MS, & TN)			UEPPX	UEPCY	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized-Combination (AL, KY, LA, MS, & TN)			UEPPX	UEPCT	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – Tennessee Only – Calling Plan -			UEPPX	UEPCZ	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized – Two Way - Tennessee Only – Calling Plan -			UEPPX	UEPXV	14.00	0.00	0.00	0.00	0.00			30.89	7.03			