Amendment
To The
Adoption Agreement
Between
Southern Telecom, Inc.
And
BellSouth Telecommunications, Inc.
Dated August 23, 2002

Pursuant to this Amendment, (the "Amendment"), Southern Telecom, Inc. ("Southern Telecom"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 23, 2002, ("Agreement"). This Amendment will become effective thirty (30) days following the date of the last signature of both Parties.

WHEREAS, BellSouth and Southern Telecom entered into the Agreement on August 23, 2002, and;

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

WHEREAS, the Parties desire to amend the Agreement in order to modify provisions pursuant to the Federal Communications Commission's (FCC) Order on Remand and Further Notice of proposed Rulemaking (Triennial Order) effective on October 2, 2003;

WHEREAS, the Parties desire to amend the Agreement to reflect other changes as agreed upon by the Parties;

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

1. The Parties agree to delete Section 9.3 in the General Terms and Conditions and replace with the following:

9.3 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 Southern Telecom or BellSouth to perform any material terms of this Agreement, Southern Telecom or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be

required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

2. The Parties agree to delete Section 3.23 of Attachment 1 and replace with the following:

   3.23 BellSouth will post changes to business processes and policies, 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.

3. The Parties agree to delete Section 4.6.2.3 of Attachment 1 in its entirety and replace with the following:

   4.6.2.3 Customer branding and self branding require Southern Telecom order dedicated trunking from each BellSouth end office identified by
   Southern Telecom , to either the BellSouth Traffic Operator Position System (TOPS) or Southern Telecom's operator service provider. Rates for trunks as set forth in applicable BellSouth tariffs.

4. The Parties agree to delete Attachment 2, Network Elements and Other Services, and the associated rates in their entirety and replace with Attachment 2 and rates reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.

5. The Parties agree to delete Section 1.1.7 of Attachment 6 in its entirety and replace it with the provisions as set forth in Exhibit 2 of this Amendment attached hereto and by reference incorporated into this Amendment.

6. The Parties agree to delete Attachment 7, Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, in its entirety and replace with Attachment 7 reflected as Exhibit 3, attached hereto and by reference incorporated into this Amendment.

7. All of the other provisions of the Agreement, dated October 26, 2001, shall remain in full force and effect.

8. 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 have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: _____

Name: Kristen E Rowe

Title: Director

Date: 1/19/04

Southern Telecom, Inc.

By: _____

Name: WAYNE A ELLIS

Title: GM

Date: 1-15-04

[CCCS Amendment 3 of 114]

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Southern Telecom in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Southern Telecom (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require Southern Telecom to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 For purposes of this Agreement**, "**Network Element**"** is defined to mean a facility or equipment Southern Telecom used in the provision of a qualifying service, as defined by the FCC. Southern Telecom may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of Southern Telecom, and to the extent technically feasible, provide to Southern Telecom access to its Network Elements for the provision of Southern Telecom's qualifying services. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.4 Southern Telecom may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 Except to the extent required by the Report and Order on Remand and Further Notice of Proposed Rulemaking (rel. Aug. 21, 2003) ("TRO"), any Network Elements that no longer require unbundling on a national level will no longer be available pursuant to this Agreement.

1.7 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of elements that is available to Southern Telecom under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Conversion of a wholesale service or group of wholesale services shall be considered

termination for purposes of any volume and/or term commitments and/or grandfathered status between Southern Telecom and BellSouth. Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.

1.8 Except to the extent expressly provided otherwise in this Attachment, for elements or combinations of elements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), Southern Telecom will submit orders to rearrange or disconnect those arrangements or services within thirty (30) calendar days of the Effective Date of this Agreement. If orders to rearrange or disconnect those arrangements or services are not received by the 31st day after the Effective Date of this Agreement, BellSouth may disconnect those arrangements or services without further notice. Where no re-termination or physical rearrangement of circuits or service is required, Southern Telecom will be charged a nonrecurring switch-as-is charge for the individual Network Element(s) as set forth in Exhibit A. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the applicable Network Element from Exhibit A of this Attachment will apply. To the extent a Network Element requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply.

1.8.1 Southern Telecom may utilize Network Elements and Other Services to provide services as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.8.2 Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, Southern Telecom may request BellSouth to perform such routine network modifications. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Southern Telecom, BellSouth shall perform the routine network modifications.

1.8.3 Notwithstanding any other provision of this Agreement, BellSouth will not commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.9 <u>Commingling of Services</u>

1.9.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications

services or facilities that Southern Telecom has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

1.9.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for non-qualifying services.

1.9.3 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.

1.9.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (agreement or tariff) as the higher grade of service.

1.10 If Southern Telecom reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Southern Telecom for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.

1.11 Rates

1.11.1 The prices that Southern Telecom shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If Southern Telecom purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.11.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.

1.11.3 If Southern Telecom modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Southern Telecom in accordance with FCC No. 1 Tariff, Section 5.

1.11.4 A one-month minimum billing period shall apply to all Network Elements and Other Services.

2 Unbundled Loops

2.1 General

2.1.1 The local loop Network Element (Loop) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the Loop demarcation point at an End User's customer premises, including inside wire owned by BellSouth. Facilities that do not terminate at a demarcation point at an End User customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's customer premises. Southern Telecom shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

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

2.1.1.2 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops.

2.1.1.3 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Southern Telecom on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH facilities.

2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Southern Telecom. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

2.1.1.5 For hybrid loops, where Southern Telecom seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide Southern Telecom with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's customer premises.

2.1.1.6 Southern Telecom may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.

2.1.2 The provisioning of a Loop to Southern Telecom's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.4 The Loop shall be provided to Southern Telecom in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If Southern Telecom wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), Southern Telecom may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.

2.1.5.2 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by Southern Telecom (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Southern Telecom for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

2.1.6 **Loop Testing/Trouble Reporting**

2.1.6.1 Southern Telecom will be responsible for testing and isolating troubles on the Loops. Southern Telecom must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1,

UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, Southern Telecom will be required to provide the results of the Southern Telecom test which indicate a problem on the BellSouth provided Loop.

2.1.6.2 Once Southern Telecom has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.

2.1.6.3 If Southern Telecom reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge Southern Telecom for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.

2.1.6.4 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by Southern Telecom (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Southern Telecom for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

2.1.7 **Order Coordination and Order Coordination-Time Specific**

2.1.7.1 "Order Coordination" (OC) allows BellSouth and Southern Telecom to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Southern Telecom's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.7.2 "Order Coordination – Time Specific" (OC-TS) allows Southern Telecom to order a specific time for OC to take place. BellSouth will make every effort to accommodate Southern Telecom's specific conversion time request. However, BellSouth reserves the right to negotiate with Southern Telecom a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Southern Telecom may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Southern Telecom specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS

charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.8 **CLEC to CLEC Conversions for Unbundled Loops**

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

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

2.1.8.3 The Loops converted to Southern Telecom pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

2.1.8.4

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 **(Non-Designed)**	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND **(Non-Designed)**	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Southern Telecom must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 **Bulk Migration**

2.1.9.1 If Southern Telecom requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, Southern Telecom must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration." This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at

www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment.

2.1.10 **Ordering Guidelines and Processes**

2.1.10.1 For information regarding Ordering Guidelines and Processes for various UNEs, Southern Telecom should refer to the "Guides" section of the BellSouth Interconnection website, which is incorporated herein by reference, as amended from time to time. The website address is: http://www.interconnection.bellsouth.com/

2.1.10.2 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by reference, located at the "CLEC UNE Products" website at the following address: http://www.interconnection.bellsouth.com/guides/html/unes.html

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

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

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has

been requested by Southern Telecom. Southern Telecom may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that Southern Telecom may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Southern Telecom. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Southern Telecom to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

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

2.3.2.7 DS3 Loop

2.3.2.8 STS-1 Loop

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

2.3.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Southern Telecom or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. Southern Telecom may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.

2.3.4 2-Wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the End User's location.

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

2.3.8 DS3 Loop**.** DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second

(Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

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

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

2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, as defined by the FCC, Southern Telecom may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Southern Telecom, BellSouth shall perform the routine network modifications.

2.3.12 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.13 Southern Telecom may access a total capacity of two (2) DS3s per End User location at the Network Element rates set forth in Exhibit A.

2.4 Unbundled Copper Loops (UCL)

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

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

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

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

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

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

2.4.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by Southern Telecom or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.

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

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

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Southern Telecom can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Southern Telecom may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

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

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

2.4.3.6 Southern Telecom may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.

2.5.2 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length.

2.5.3 For any copper loop being ordered by Southern Telecom which has over 6,000 feet of combined bridged tap will be modified, upon request from Southern Telecom, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Southern Telecom. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of

bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

2.5.4 Southern Telecom may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.7 If Southern Telecom requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. Southern Telecom will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.5.8 Southern Telecom shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Southern Telecom desires BellSouth to condition.

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

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

2.6.1 Where Southern Telecom has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Southern Telecom. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Southern Telecom (e.g. hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.

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

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

2.6.3 If no alternate facility is available, and upon request from Southern Telecom, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. Southern Telecom will then have the option of paying the one-time SC rates to place the Loop.

2.7 **Network Interface Device**

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's customer premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit Southern Telecom to connect Southern Telecom's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

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

2.7.3.1.1 BellSouth shall allow Southern Telecom to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the customer

premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

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

2.7.3.1.4 Southern Telecom may request BellSouth to make other rearrangements to the End User customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Southern Telecom's responsibility to ensure there is no safety hazard, and Southern Telecom will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.

2.7.3.3 Southern Telecom shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 Southern Telecom shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

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

2.7.4 Technical Requirements

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

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

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

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. BellSouth will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

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

2.8.2.3.1 If Southern Telecom requests a UCSL and it is not available, Southern Telecom may request the copper Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or

road. USLD-INC includes the facility from the cross connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from Southern Telecom, BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Southern Telecom's use on this cross-connect panel. Southern Telecom will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, Southern Telecom shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Southern Telecom's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Southern Telecom is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Southern Telecom's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address: http://www.interconnection.bellsouth.com/products/html/unes.html.

2.8.2.7 The site set-up must be completed before Southern Telecom can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Southern Telecom's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

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

2.8.2.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.8.3 **Unbundled Network Terminating Wire (UNTW)**

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

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

2.8.3.3 Requirements

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

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

2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, Southern Telecom will install UNTW Access Terminals for BellSouth at no additional charge.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Southern Telecom for each pair activated commensurate to the price specified in Southern Telecom's Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

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

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

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

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

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

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

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Upon the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, Southern Telecom will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90)-day period, market-based rates have not been negotiated and Southern Telecom has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill Southern Telecom any applicable disconnect charges.

2.8.5 **Unbundled Loop Concentration**

2.8.5.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Southern Telecom, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.8.6 **Dark Fiber Loop**

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

2.8.6.2 If Dark Fiber Loop is not readily available but can be made available through routine network modifications, as defined by the FCC, Southern Telecom may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Southern Telecom, BellSouth shall perform the routine network modifications.

2.8.6.3 Requirements

2.8.6.3.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by

BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

2.8.6.3.2 Southern Telecom is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.6.3.3 BellSouth shall use its commercially reasonable efforts to provide to Southern Telecom information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from Southern Telecom.

2.8.6.3.4 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Southern Telecom within twenty (20) business days after Southern Telecom submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Southern Telecom to connect Southern Telecom provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.9 **Loop Makeup**

2.9.1 Description of Service

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

2.9.1.2 BellSouth will provide Southern Telecom LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

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

2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

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

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 Southern Telecom may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if Southern Telecom needs further Loop information in order to determine Loop service capability, Southern Telecom may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website: http://interconnection.bellsouth.com/guides/html/unes.html . The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, Southern Telecom may reserve up to ten (10) Loop facilities. For a Manual LMUSI, Southern Telecom may reserve up to three (3) Loop facilities.

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

2.9.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

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

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

3 Line Sharing

3.1 General

3.1.1 Line Sharing is defined as the process by which Southern Telecom provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and Southern Telecom using the high frequency spectrum (as defined below) of the loop.

3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the End User discontinues or moves service with Southern Telecom. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.

3.1.3 For the period from October 2, 2003, through October 1, 2004, Southern Telecom may request new Line Sharing arrangements. For Line Sharing arrangements

placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, Southern Telecom may not request new Line Sharing arrangements under the terms of this Agreement.

3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.

3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with Southern Telecom, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.

3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Southern Telecom the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Southern Telecom shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.7 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.8 BellSouth will provide Loop Modification to Southern Telecom on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Southern Telecom requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Southern Telecom shall pay for the Loop to be restored to its original state.

3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Southern Telecom desires to continue providing xDSL service on such Loop, Southern Telecom shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable,

BellSouth shall give Southern Telecom notice in a reasonable time prior to disconnect, which notice shall give Southern Telecom an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and Southern Telecom purchases the full stand-alone Loop, Southern Telecom may elect the type of Loop it will purchase. Southern Telecom will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Southern Telecom purchases a voice grade Loop, Southern Telecom acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If Southern Telecom reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge Southern Telecom for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.

3.1.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.2 **Provisioning of Line Sharing and Splitter Space**

3.2.1 BellSouth will provide Southern Telecom with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Southern Telecom must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.

3.2.1.2 Southern Telecom may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Southern Telecom's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of Southern Telecom in a central office in which Southern Telecom is located, Southern Telecom shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Southern Telecom shall pay the electronic or manual ordering charges as applicable when Southern Telecom orders High Frequency Spectrum for End User service.

3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for Southern Telecom's data.

3.3 **BellSouth Provided Splitter – Line Sharing**

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Southern Telecom access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Southern Telecom's xDSL equipment in Southern Telecom's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Southern Telecom with a carrier notification letter, informing Southern Telecom of change. Southern Telecom shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. Southern Telecom shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to Southern Telecom's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Southern Telecom's DS0 termination point as possible. Southern Telecom shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Southern Telecom on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Southern Telecom DS0 at such time that a Southern Telecom End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

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

3.4.2 Any splitters installed by Southern Telecom in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Southern Telecom may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 **Ordering – Line Sharing**

3.5.1 Southern Telecom shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.5.2 BellSouth will provide Southern Telecom the LSR format to be used when ordering the High Frequency Spectrum.

3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.5.4 BellSouth will provide Southern Telecom access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Southern Telecom shall pay the rates for such services, as described in Exhibit A.

3.6 **Maintenance and Repair – Line Sharing**

3.6.1 Southern Telecom shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If Southern Telecom is using a BellSouth owned splitter, Southern Telecom may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If Southern Telecom provides its own splitter, it may test from the collocation space or the Termination Point.

3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. Southern Telecom will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.6.3 Southern Telecom shall inform its End Users to direct data problems to Southern Telecom, unless both voice and data services are impaired, in which event the End Users should call BellSouth.

3.6.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Southern Telecom, BellSouth will notify Southern Telecom. Southern Telecom will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Southern Telecom will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Southern Telecom's access to the High Frequency Spectrum on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 **Line Splitting**

3.7.1 Line splitting allows a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over

the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.7.2 In the event Southern Telecom provides its own switching or obtains switching from a third party, Southern Telecom may engage in line splitting arrangements with another CLEC using a splitter, provided by Southern Telecom, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.

3.7.3 Where Southern Telecom is purchasing a UNE-port and a UNE-loop, BellSouth shall offer line splitting pursuant to the following sections in this Attachment.

3.7.4 Southern Telecom shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Southern Telecom will not provide voice and data services.

3.7.5 End Users currently receiving voice service from a Voice CLEC through a UNE-P may be converted to Line Splitting arrangements by Southern Telecom or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.

3.7.6 When End Users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Southern Telecom for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Southern Telecom or its authorized agent to determine if the Loop is compatible for Line Splitting Service. Southern Telecom or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and Southern Telecom or its authorized agent submits an LSR to BellSouth to change the Loop.

3.8 **Provisioning Line Splitting and Splitter Space**

3.8.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Southern Telecom or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The Loop and port cannot be a Loop and port combination (i.e. UNE-P), but must be individual stand-alone Network Elements. When BellSouth owns the splitter, Line Splitting requires the following: a non

designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

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

3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.

3.8.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same Loop.

3.9 Ordering – Line Splitting

3.9.1 Southern Telecom shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFA for use with Line Splitting.

3.9.2 BellSouth shall provide Southern Telecom the LSR format to be used when ordering Line Splitting service.

3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.9.4 BellSouth will provide Southern Telecom access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Southern Telecom shall pay the rates for such services as described in Exhibit A.

3.9.5 BellSouth will provide Loop modification to Southern Telecom on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. Southern

Telecom will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 Southern Telecom shall inform its End Users to direct all problems to Southern Telecom or its authorized agent.

3.10.3 If Southern Telecom is not the data provider, Southern Telecom shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.

4 Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Southern Telecom for the provision of a telecommunications service.

4.2 Local Circuit Switching Capability, including Tandem Switching Capability

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

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Southern Telecom when Southern Telecom: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Southern Telecom is serving any End User as described in (2) above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by Southern Telecom or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.

4.2.3 Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the

Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004.

4.2.4 Local Switching that is not required to be provided as a UNE will be provided pursuant to a separate agreement or a tariff, at BellSouth's discretion.

4.2.5 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

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

4.2.7 Provided that Southern Telecom purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a Southern Telecom local End User, or originated by a BellSouth local End User and terminated to a Southern Telecom local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge Southern Telecom the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Southern Telecom shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.8 Where Southern Telecom purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Southern Telecom End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge Southern Telecom the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Southern Telecom shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Southern Telecom the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.2.10 **Unbundled Port Features**

4.2.10.1 Charges for Unbundled Port are as set forth in Exhibit A, and as specified in such exhibit, may or may not include individual features.

4.2.10.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.10.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.10.4 BellSouth will provide to Southern Telecom selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by Southern Telecom will be made pursuant to the BFR/NBR Process as set forth in Attachment 11**.**

4.2.11 **Remote Call Forwarding**

4.2.11.1 As an option, BellSouth shall make available to Southern Telecom 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, Southern Telecom will ensure that the following conditions are satisfied:

4.2.11.1.1 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);

4.2.11.1.2 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;

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

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

4.2.11.2 In addition to the charge for the URCF service port, BellSouth shall charge Southern Telecom the rates set forth in Exhibit A for unbundled local switching, tandem switching, and common transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.2.12 **Provision for Local Switching**

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

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

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

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Southern Telecom all Advanced Intelligent Network (AIN) triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Southern Telecom.

4.2.13 **Local Switching Interfaces**.

4.2.13.1 Southern Telecom shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A. BellSouth shall provide the following local switching interfaces:

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

4.2.13.1.2 Coin phone signaling;

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

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

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

4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

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

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

4.2.14 All End Users of Southern Telecom who have service provisioned via 4-Wire ISDN DS1 Port with E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.

4.2.15 Southern Telecom shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automated Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.

4.2.16 Southern Telecom shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.

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

4.3 **Tandem Switching**

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

4.3.1.1 Where Southern Telecom utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which

point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.3.2 Technical Requirements

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

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

4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Southern Telecom and BellSouth;

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

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

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

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

4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Southern Telecom.

4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

4.3.2.4 Tandem Switching shall process originating toll free traffic received from Southern Telecom’s local switch.

4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.

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

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 Where BellSouth provides local switching to Southern Telecom, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of Southern Telecom. AIN SCR will provide Southern Telecom with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

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

4.4.3 AIN SCR is not available in DMS 10 switches.

4.4.4 Where AIN SCR is utilized by Southern Telecom, the routing of Southern Telecom's End User calls shall be pursuant to information provided by Southern Telecom and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.

4.4.5 Upon ordering AIN SCR Regional Service, Southern Telecom shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit A of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN SCR will be utilized. Said nonrecurring charge shall be as set forth in Exhibit A of this Attachment. For each Southern Telecom End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. Southern Telecom shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.

4.4.6 This Regional Service Order nonrecurring charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN SCRSCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) calendar days to respond to Southern Telecom's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Southern Telecom, BellSouth considers that the delivery schedule of

this service commences. The remaining half of the Regional Service Order payment must be paid when at least ninety (90) percent of the Central Offices listed on the original order have been turned up for the service.

4.4.7 The nonrecurring End Office Establishment Charge will be billed to Southern Telecom following BellSouth's normal monthly billing cycle for this type of order.

4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End-User Establishment Charges will be billed to Southern Telecom following BellSouth's normal monthly billing cycle for this type of order.

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

4.4.10 All other network components needed, for example, unbundled switching, unbundled local transport, etc., will be billed per contracted rates.

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

4.5.1 Where Southern Telecom purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route Southern Telecom's End User calls to that provider through Selective Call Routing.

4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Southern Telecom to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

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

4.5.4 Where available, Southern Telecom specific and unique LCCs are programmed in each BellSouth end office switch where Southern Telecom intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify Southern Telecom's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Southern Telecom intends to provide Southern Telecom -branded OCP/DA to its End Users in these multiple rate areas.

4.5.5 SCR-LCC supporting Custom Branding and Self Branding require Southern Telecom to order dedicated trunking from each BellSouth end office identified by Southern Telecom, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Southern Telecom Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.

4.5.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Southern Telecom to the BellSouth TOPS.

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

5 Unbundled Network Element Combinations

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

5.1.1 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Southern

Telecom with EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

5.2.2 High-capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in 5.2.4 below.

5.2.3 By placing an order for a high-capacity EEL, Southern Telecom thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit Southern Telecom's high-capacity EELs as specified below.

5.2.4 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, Southern Telecom may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Southern Telecom, BellSouth shall perform the routine network modifications.

5.2.5 Service Eligibility Criteria

5.2.5.1 Southern Telecom must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.2.5.1.1 Southern Telecom has received state certification to provide local voice service in the area being served;

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

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

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

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

5.2.5.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);

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

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

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

5.2.6 BellSouth may, on an annual basis, audit Southern Telecom's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Southern Telecom failed to comply with the service eligibility criteria, Southern Telecom must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that , Southern Telecom did not comply in any material respect with the service eligibility criteria, Southern Telecom shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Southern Telecom did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Southern Telecom for its reasonable and demonstrable costs associated with the audit. Southern Telecom will maintain appropriate documentation to support its certifications.

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

5.3 UNE Port/Loop Combinations

5.3.1 Combinations of port and loop unbundled Network Elements along with switching and transport unbundled Network Elements provide local exchange service for the origination or termination of calls. Port/loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.3.2 BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to FCC and

Commission rules, BellSouth is not required to provide local circuit switching as an unbundled Network Element.

5.3.3 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Southern Telecom if Southern Telecom's customer has four (4) or more DS0 equivalent lines.

5.3.4 BellSouth shall not be required to provide local circuit switching as a UNE or combination of UNEs if the End User is being served by a BellSouth DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Southern Telecom is serving any End User as described above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by Southern Telecom or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.

5.3.5 BellSouth shall make 911 updates in the BellSouth 911 database for Southern Telecom's UNE port/Loop combinations. BellSouth will not bill Southern Telecom for 911 surcharges. Southern Telecom is responsible for paying all 911 surcharges to the applicable governmental agency.

5.4 Rates

5.4.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.

5.4.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.

5.4.3 Except as set forth in this Section 5, BellSouth shall provide UNE port/loop combinations specifically set forth in Exhibit A that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit A.

5.4.4 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Southern Telecom in addition to those specifically referenced in this Section 5 above, where available. To the extent Southern Telecom requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to interoffice transmission facilities described in this Section 6 on an unbundled basis to Southern Telecom for the provision of a qualifying service, as set forth herein.

6.1.1.1 Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that Southern Telecom uses for transmission between wire centers or switches owned by BellSouth and within the same LATA.

6.1.1.2 Dark Fiber Transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics, between wire centers or switches owned by BellSouth and within the same LATA;

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

6.1.1.3.1 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to Southern Telecom.

6.1.2 BellSouth shall:

6.1.2.1 Provide Southern Telecom exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.1.2.2 Provide all technically feasible features, functions, and capabilities of the transport facility;

6.1.2.3 Permit, to the extent technically feasible, Southern Telecom to connect such interoffice facilities to equipment designated by Southern Telecom, including but not limited to, Southern Telecom's collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, Southern Telecom to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.1.3 Technical Requirements of Common (Shared) Transport

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

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

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

6.2 **Dedicated Transport**

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

6.2.1.1 As capacity on a shared UNE facility.

6.2.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Southern Telecom.

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

6.2.3 Southern Telecom may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.2.4 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in

Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.2.5 If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, Southern Telecom may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Southern Telecom, BellSouth shall perform the routine network modifications.

6.2.6 Technical Requirements

6.2.6.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Southern Telecom designated traffic.

6.2.6.2 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

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

6.2.6.3.1 DS0 Equivalent;

6.2.6.3.2 DS1;

6.2.6.3.3 DS3; and

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

6.2.6.4 BellSouth shall design Dedicated Transport according to its network infrastructure. Southern Telecom shall specify the termination points for Dedicated Transport.

6.2.6.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.2.6.6 BellSouth Technical References:

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

6.2.6.6.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.2.6.6.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 Unbundled Channelization (Multiplexing)

6.3.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Once UC has been installed, Southern Telecom may request channel activation on an as needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.3.2 BellSouth shall make available the following channelization systems and interfaces:

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

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

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

6.3.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

6.3.3 Technical Requirements

6.3.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Southern Telecom's channelization equipment must adhere strictly to form and protocol standards. Southern Telecom must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.3.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995

6.4 Dark Fiber Transport

6.4.1 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Southern Telecom to utilize Dark Fiber Transport.

6.4.2 If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, Southern Telecom may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Southern Telecom, BellSouth shall perform the routine network modifications.

6.4.3 Requirements

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.3.2 Southern Telecom is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.3 BellSouth shall use its best efforts to provide to Southern Telecom information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Southern Telecom. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.4 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Southern Telecom within twenty (20) business days after Southern Telecom submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Southern Telecom to connect Southern Telecom provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

7 Databases

7.1 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the

transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to Southern Telecom.

7.2 To the extent unbundled local circuit switching is converted to market based switching pursuant to Section 4.2.2 of this Attachment, BellSouth may, at its discretion, provide access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, Calling Name (CNAM) at market based rates pursuant to a separate agreement or tariff.

8 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

8.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Southern Telecom's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Southern Telecom.

8.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

9 Line Information Database

9.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Southern Telecom must purchase appropriate signaling links pursuant to Section 10 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone

Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

9.2 Technical Requirements

9.2.1 BellSouth will offer to Southern Telecom any additional capabilities that are developed for LIDB during the life of this Agreement.

9.2.2 BellSouth shall process Southern Telecom's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Southern Telecom what additional functions (if any) are performed by LIDB in the BellSouth network.

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

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

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

9.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

9.2.7 All additions, updates and deletions of Southern Telecom data to the LIDB shall be solely at the direction of Southern Telecom. Such direction from Southern Telecom will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

9.2.8 BellSouth shall provide priority updates to LIDB for Southern Telecom data upon Southern Telecom's request (e.g., to support fraud detection)**,** via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

9.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Southern Telecom customer records will be missing from LIDB, as measured by Southern Telecom audits. BellSouth will audit Southern Telecom records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Southern Telecom contact person to resolve the

status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Southern Telecom within one (1) business day of audit. Once reconciled records are received back from Southern Telecom, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Southern Telecom to negotiate a time frame for the updates, not to exceed three business days.

9.2.10 BellSouth shall perform backup and recovery of all of Southern Telecom's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

9.2.11 BellSouth shall provide Southern Telecom with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Southern Telecom and BellSouth.

9.2.12 BellSouth shall prevent any access to or use of Southern Telecom data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Southern Telecom in writing.

9.2.13 BellSouth shall provide Southern Telecom performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Southern Telecom at least at parity with BellSouth Customer Data. BellSouth shall obtain from Southern Telecom the screening information associated with LIDB Data Screening of Southern Telecom data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Southern Telecom under the BFR/NBR process as set forth in Attachment 11.

9.2.14 BellSouth shall accept queries to LIDB associated with Southern Telecom customer records and shall return responses in accordance with industry standards.

9.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

9.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

9.3 Interface Requirements

9.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

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

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

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

9.3.5 The application of the LIDB rates contained in Exhibit A to this Attachment will be based on a Percent CLEC LIDB Usage (PCLU) factor. Southern Telecom shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Southern Telecom shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

10 Signaling

10.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

10.2 Signaling Link Transport

10.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Southern Telecom designated Signaling Points of Interconnection that provide appropriate physical diversity.

10.2.2 Technical Requirements

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

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

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

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

10.2.4.1 An A-link layer shall consist of two (2) links.

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

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

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

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

10.2.5 Interface Requirements

10.2.5.1 There shall be a DS1 (1.544 Mbps) interface at Southern Telecom's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10.3 **Signaling Transfer Points**

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

10.3.2 Technical Requirements

10.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.

10.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit

messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

10.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Southern Telecom local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Southern Telecom local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

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

10.3.2.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

10.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Southern Telecom or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

10.4 **SS7**

10.4.1 When technically feasible and upon request by Southern Telecom, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and

interconnection of the BellSouth SS7 network with Southern Telecom's SS7 network to exchange TCAP queries and responses with a Southern Telecom SCP.

10.4.2 SS7 AIN Access shall provide Southern Telecom SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Southern Telecom SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Southern Telecom SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

10.4.3 Interface Requirements

10.4.3.1 BellSouth shall provide the following STP options to connect Southern Telecom or Southern Telecom-designated local switching systems to the BellSouth SS7 network:

10.4.3.1.1 An A-link interface from Southern Telecom local switching systems; and,

10.4.3.1.2 A B-link interface from Southern Telecom local STPs.

10.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

10.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

10.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

10.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

10.4.4 Message Screening

10.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Southern Telecom local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Southern Telecom switching system has a valid signaling relationship.

10.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Southern Telecom local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Southern Telecom switching system has a valid signaling relationship.

10.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Southern Telecom from any signaling point or network interconnected through BellSouth's SS7 network where the Southern Telecom SCP has a valid signaling relationship.

10.5 **Service Control Points (SCP)/Databases**

10.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

10.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

10.5.3 Technical Requirements for SCPs/Databases

10.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

10.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

10.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

10.6 **Local Number Portability Database**

10.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

10.7 **SS7 Network Interconnection**

10.7.1 SS7 Network Interconnection is the interconnection of Southern Telecom local signaling transfer point switches or Southern Telecom local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection

provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Southern Telecom local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

10.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Southern Telecom or other third-party switching systems with A-link access to the BellSouth SS7 network.

10.7.3 If traffic is routed based on dialed or translated digits between a Southern Telecom local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Southern Telecom local signaling transfer point switches and BellSouth or other third-party local switch.

10.7.4 SS7 Network Interconnection shall provide:

10.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

10.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

10.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

10.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Southern Telecom local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Southern Telecom local STPs and shall not include SCCP Subsystem Management of the destination.

10.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.

10.7.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

10.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

10.7.9 Interface Requirements

10.7.9.1 The following SS7 Network Interconnection interface options are available to connect Southern Telecom or Southern Telecom-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

10.7.9.1.1 A-link interface from Southern Telecom local or tandem switching systems; and

10.7.9.1.2 B-link interface from Southern Telecom STPs.

10.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

10.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

10.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

10.7.9.5 BellSouth shall set message screening parameters to accept messages from Southern Telecom local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Southern Telecom switching system has a valid signaling relationship.

11 Automatic Location Identification/Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Southern Telecom will be required to provide BellSouth daily updates to E911 database. Southern Telecom shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

11.2 Technical Requirements

11.2.1 BellSouth shall provide Southern Telecom the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Southern Telecom after Southern Telecom provides End User information for input into the ALI/DMS database.

11.2.2 Southern Telecom shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

12 Calling Name Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Southern Telecom the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 Southern Telecom shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) calendar days prior to Southern Telecom's access to BellSouth's CNAM Database Services and shall be addressed to Southern Telecom's Local Contract Manager.

12.3 BellSouth's provision of CNAM Database Services to Southern Telecom requires interconnection from Southern Telecom to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.

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

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

12.6 If Southern Telecom queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification

document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

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

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

12.9 Southern Telecom CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

13 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access

13.1 BellSouth's SCE/SMS AIN Access shall provide Southern Telecom the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Southern Telecom. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

13.3 BellSouth SCP shall partition and protect Southern Telecom service logic and data from unauthorized access.

13.4 When Southern Telecom selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Southern Telecom to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.5 Southern Telecom access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6 BellSouth shall allow Southern Telecom to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Operational Support Systems

14.1 BellSouth has developed and made available electronic interfaces by which Southern Telecom may submit LSRs electronically.

14.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit A of this Attachment.

14.3 Denial/Restoral OSS Charge

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

14.4 Cancellation OSS Charge

14.4.1 Southern Telecom will incur an OSS charge for an accepted LSR that is later canceled.

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

14.6 Network Elements and Other Services Manual Additive

14.6.1 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
		NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
		NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		7.86	0.00	0.99	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
		NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	46.88								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49	13.49								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49	13.49								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	46.88								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.56	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66						
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66						
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83						
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83						
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83						
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54						
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80						
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	86.47	306.69	174.44	65.83	14.55						
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10	306.69	174.44	65.83	14.55						
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76	306.69	174.44	65.83	14.55						
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.01									

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.09	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.01									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		207.91	207.91								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		12.50	12.50								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		80.87	80.87								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		45.04	45.04								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.57	68.35	22.36	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.98	76.49	30.51	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	46.88								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		46.88	46.88								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		24.16	24.16								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51								
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		115.96	91.91								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56								
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL, UDN,UEA,UHL,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						
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.25										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42						
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67								
LINE SHARING AND LINE SPLITTING																	
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
	NOTE 1: Above will apply to USOCS: ULSDT and ULSCT																
	****NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003**																
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	198.83	379.05	0.00	358.55	0.00						
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	49.71	379.05	0.00	358.55	0.00						
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	16.94	377.71	0.00	357.29	0.00						
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.62	0.00	100.40	0.00						
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	37.16	21.28	20.17	9.90						
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSDT	2.65	37.16	21.28	20.17	9.90						
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSDT	5.29	37.16	21.28	20.17	9.90						
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	7.94	37.16	21.28	20.17	9.90						
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		32.90	16.43								
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		32.90	16.43								
		Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSCT	2.65	47.44	19.31	20.67	12.74						
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSCT	5.29	47.44	19.31	20.67	12.74						
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	7.94	47.44	19.31	20.67	12.74						
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87						
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87						
	MAINTENANCE																
		No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00								
		No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50								
		No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0115										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0115										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.97										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75						
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.97										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75						
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	30.74										
		NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67						
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	47.01										
		NRC Dark Fiber - Local Loop			UDF, UDFCX	UDFL4		732.53	192.67	377.27	241.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006478										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.14	0.70								
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	7.08	0.86						
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	7.08	0.86						
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.14	2.07								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70								
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.14	4.14								
		8XX Access Ten Digit Screening w/ 8FL No. Delivery,			OHD		0.0006478										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery,			OHD		0.0006478										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.000023										
		LIDB Validation Per Query			OQU		0.0137322										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX		55.12		67.59							
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56 Kbps Facility			UDB	TPP++	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000656										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000164										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43						
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					18.57	265.78	46.96	46.79	4.98						
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0115										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					29.11	47.34	31.78	22.77	8.75						
		Local Channel - Dedicated - DS1 - Zone 1					40.46	209.60	176.51	30.21	21.07						
		Local Channel - Dedicated - DS1 - Zone 2					43.39	209.60	176.51	30.21	21.07						
		Local Channel - Dedicated - DS1 - Zone 3					164.50	209.60	176.51	30.21	21.07						
		Interoffice Transport - Dedicated - DS1 Per Mile					0.23										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					96.04	105.52	98.46	23.09	20.49						
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			25.34	25.34	23.30	23.30						
		CNAM For Non DB Owners - Service Establishment			OQV			25.34	25.34	23.30	23.30						
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,591.54	1,177.08	431.95	317.61						
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.40	393.74	438.93	317.61						
		CNAM for DB Owners, Per Query			OQV		0.0010348										
		CNAM for Non DB Owners, Per Query			OQV		0.0010348										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.53	93.53	15.58	15.58						

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95						
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95						
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		193,401.00	193,401.00	9,483.34	9,483.34						
		End Office Establishment			SRC	SRCEO		194.09	194.09	0.85	0.85						
		Line/Port NRC, per end user			SRC	SRCLP		2.06	2.06								
		Query NRC, per query			SRC		0.0037502										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.55	43.55	44.93	44.93						
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03						
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03						
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.65	38.65	29.88	29.88						
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.08	75.08	12.93	12.93						
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0025										
		AIN SMS Access Service - Session, Per Minute					0.666										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.4608										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.55	43.55	44.93	44.93						
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,436.93	8,436.93								
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		51.01	51.01	18.50	18.50						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		51.01	51.01	18.50	18.50						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		51.01	51.01	18.50	18.50						
		AIN Toolkit Service - Query Charge, Per Query					0.0549207										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0066492										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	7.87	8.64	8.64	6.08	6.08						
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.26	9.56	9.56								
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.72	8.64	8.64	6.08	6.08						
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.11	9.56	9.56								
ENHANCED EXTENDED LINK (EELs)																	
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
		EXTENTED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.19										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.62	6.71	4.84								
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.62	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62	6.71	4.84								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
		interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
		3/1Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.25										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	9.25										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	320.51	237.36	147.69	83.43	32.67						
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.19										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		1/0 Channel System in combination - per month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.84	6.71	4.84								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	2.84	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						
		3/1 Channel System in combination per month			UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30						
		DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.19										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Per each DS1 Channelization System Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	0.62	6.71	4.84								
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		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						
		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						
		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						
		Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62	6.71	4.84								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
		First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62	6.71	4.84								
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.62	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
		First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.19										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	2.84	6.71	4.84								
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	2.84	6.71	4.84								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		Per each DS1 COCI combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		First 4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		First I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	11.17	11.17						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	11.17	11.17						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	11.17	11.17						
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91S	23.82S	1.99S	0.78S						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70S	7.20S	.6924S	0S						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.32	10.07	7.08								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	10.07	7.08								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	2.84	10.07	7.08								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	10.07	7.08								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.6228	10.07	7.08								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	10.07	7.08								
		DS3 to DS1 Channel System per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30						
		DS1 COCI used with Loop per month			USL	UC1D1	11.80	10.07	7.08								
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	11.80	10.07	7.08								
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	11.80	10.07	7.08								
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	11.80	10.07	7.08								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPRM	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID			UEPSR	UEPWE	1.49	3.74	3.63	2.23	2.13						
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.49	3.74	3.63	2.23	2.13						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00								
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPBM	1.49	3.74	3.63	2.23	2.13						
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID			UEPSB	UEPWF	1.49	3.74	3.63	2.23	2.13						
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.49	3.74	3.63	2.23	2.13						
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00								
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.49	39.05	18.17	15.38	0.89						
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.49	39.05	18.17	15.38	0.89						
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.49	39.05	18.17	15.38	0.89						
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.49	39.05	18.17	15.38	0.89						
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.49	39.05	18.17	15.38	0.89						
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port Without LUD			UEPSP	UEPXF	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPSP	UEPXG	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX Kentucky Premium Callling Port			UEPSP	UEPXH	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 2-Way PBX Kentucky Area Callling Port Without LUD			UEPSP	UEPXJ	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.49	39.05	18.17	15.38	0.89						
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00								
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					1.49	3.74	3.63	2.23	2.13						
	Local Switching Features offered with Port																
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
		Exchange port - 4-wire ISDN trunk port -all available features included				UEPEX	101.60	188.36	95.15	61.92	22.67						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	EXCHANGE PORT RATES																

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		The DS1 Port rates below for 4-Wire DDITS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.															
		Requests for 4-Wire DDITS Trunk Ports with 4-Wire ISDN DS1 Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	10.51	92.18	15.82	52.16	5.30						
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability (E:4/1/2004)			UEPDD	UEPDD	74.77	164.86	77.74	60.69	3.86						
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	13.46	60.60	50.67	32.83	14.17						
		All Features Offered			UEPTX, UEPSX	UEPVF	0.00	0.00	0.00								
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
		NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
		NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
		EXCHANGE PORT RATES (continued)															
		Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (E:4/1/2004)			UEPEX	UEPEX	101.60	188.36	95.15	61.92	22.67						
		Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPDX	UEPDX	101.60	188.36	95.15	61.92	22.67						
		Physical Collocation - DS1 Cross-Connects			UEPEX UEPDX	PE1P1	1.48	44.23	31.98	12.81	11.57						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			UEPEX UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57						
		Detailed E911 with Locator Capability (required with UEPEX port)															
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0.00	1,811.00		156.69							
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0.00	175.82									
		New or Additional PRI Telephone Numbers															
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1C	0.07	0.54									
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0.07	12.71	12.71								
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0.00	0.54									
		Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0.00	25.41	25.41								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPEX UEPDX	LNPCN	1.75										
		INTERFACE (Provsioning Only)															
		Voice/Data			UEPEX	PR71V	0.00	0.00	0.00								
		Digital Data			UEPEX	PR71D	0.00	0.00	0.00								
		Inward Data			UEPDX	PR71E	0.00	0.00	0.00								
		New or Additional Channel															
		New or Additional - Voice/Data "B" Channel			UEPEX	PR7BV	0.00	15.48									
		New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0.00	15.48									
		New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0.00	15.48									
		New or Additional Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00	15.48									
		New or Additional Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00	15.48									
		New or Additional PRI "D" Channel			UEPEX	PR7EX	0.00	15.48									
		CALL TYPES															
		Inward			UEPEX UEPDX	PR7C1	0.00	0.00	0.00								
		Outward			UEPEX	PR7CO	0.00	0.00	0.00								
		Two-way			UEPEX	PR7CC	0.00	0.00	0.00								
		UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
		UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
		Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.49	3.74	3.63								
		Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.49	3.74	3.63								
		Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.49	3.74	3.63								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.49	3.74	3.63								
	Non-Recurring																
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.10	0.10								
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10								
	UNBUNDLED REMOTE CALL FORWARDING - Bus																
		Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.49	3.74	3.63								
		Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.49	3.74	3.63								
		Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.49	3.74	3.63								
		Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.49	3.74	3.63								
		Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.49	3.74	3.63								
	Non-Recurring																
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.10	0.10								
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					0.0011971										
		End Office Trunk Port - Shared, Per MOU					0.0002112										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					0.000194										
		Tandem Trunk Port - Shared, Per MOU					0.0002416										
		Tandem Switching Function Per MOU (Melded)					0.000094381										
		Tandem Trunk Port - Shared, Per MOU (Melded)					0.000117538										
		Melded Factor: 48.65% of the Tandem Rate															
	Common Transport																
		Common Transport - Per Mile, Per MOU					0.000003										
		Common Transport - Facilities Termination Per MOU					0.0007466										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
	The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
		2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
		2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.59										
	2-Wire Voice Grade Line Port Rates (Res)																
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPRX	UEPRM	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID			UEPRX	UEPWE	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	FEATURES																
		All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPRX	UEAEN	10.56	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPRX	UEAEN	15.34	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPRX	UEAEN	31.11	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Design		1	UEPRX	UEAED	12.67	134.89	81.87	73.65	14.88						
		2 Wire Analog Voice Grade Extension Loop – Design		2	UEPRX	UEAED	17.45	134.89	81.87	73.65	14.88						
		2 Wire Analog Voice Grade Extension Loop – Design		3	UEPRX	UEAED	33.22	134.89	81.87	73.65	14.88						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0.0095	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
		2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
		2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.59										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - bus			UEPBX	UEPBM	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID			UEPBX	UEPWF	1.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.15	21.29	15.49	2.85	2.67						
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	10.56	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	15.34	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	31.11	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	12.67	134.89	81.87	73.65	14.88						
		2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	17.45	134.89	81.87	73.65	14.88						
		2 Wire Analog Voice Grade Extension Loop – Design		3	UEPBX	UEAED	33.22	134.89	81.87	73.65	14.88						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0095	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
		2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
		2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	30.59										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.15	21.29	15.49	2.85	2.67						
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES																
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91								
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12.67	134.89	81.87	73.65	14.88						
		Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17.45	134.89	81.87	73.65	14.88						
		Local Channel Voice grade, per termination		3	UEPRG	P2JHX	33.22	134.89	81.87	73.65	14.88						
		Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12.68	170.06	78.10	119.62	15.80						
		Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.12	170.06	78.10	119.62	15.80						
		Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	29.64	170.06	78.10	119.62	15.00						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0095	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
		2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
		2-Wire VG Loop/Port Combo - Zone 3		3			31.74										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	30.59										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.15	21.29	15.49	2.85	2.67						
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.15	21.29	15.49	2.85	2.67						
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled OutDial Alabama NAR Area Calling Port			UEPPX	UEPOA											
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPXG	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPXH	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXJ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled OutDial Kentucky NAR Area Calling Port			UEPPX	UEPOK	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15	21.29	15.49	2.85	2.67						
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES																
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91								
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12.67	134.89	81.87	73.65	14.88						
		Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17.45	134.89	81.87	73.65	14.88						
		Local Channel Voice grade, per termination		3	UEPPX	P2JHX	33.22	134.89	81.87	73.65	14.88						
		Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12.68	170.06	78.10	119.62	15.80						
		Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18.12	170.06	78.10	119.62	15.80						
		Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	29.64	170.06	78.10	119.62	15.00						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	23.95	98.09	53.67	56.31	22.42						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0095	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			10.79										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			15.52										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			31.74										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	30.59										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	21.29	15.49	2.85	2.67						
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.15	21.29	15.49	2.85	2.67						
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	2.57	0.00	0.00	0.00	0.00						
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.90										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.68										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			34.45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.67										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.45										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	33.22										
	2-Wire Voice Grade Line Port Rates (Res)																
		2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.23	128.96	64.11	61.92	9.97						
		2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.23	128.96	64.11	61.92	9.97						
		2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.23	128.96	64.11	61.92	9.97						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPFR	UEPRM	1.23	128.96	64.11	61.92	9.97						
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.23	128.96	64.11	61.92	9.97						
		2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID			UEPFR	UEPWE	1.23	128.96	64.11	61.92	9.97						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0095										
	FEATURES																
		All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		9.03	1.87								
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		9.03	1.87								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.90										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.68										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			34.45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12.67										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17.45										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	33.22										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.23	128.96	64.11	61.92	9.97						
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.23	128.96	64.11	61.92	9.97						
		2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.23	128.96	64.11	61.92	9.97						
		2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - bus			UEPFB	UEPBM	1.23	128.96	64.11	61.92	9.97						
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.23	128.96	64.11	61.92	9.97						
		2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID			UEPFB	UEPWF	1.23	128.96	64.11	61.92	9.97						
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0095										
	FEATURES																
		All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		9.03	1.87								
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		9.03	1.87								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.90										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.68										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			34.45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	12.67										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	17.45										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	33.22										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.23	164.27	78.65	75.05	8.73						
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.23	164.27	78.65	75.05	8.73						
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPFP	UEPXF	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPFP	UEPXG	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPFP	UEPXH	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPFP	UEPXJ	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.23	164.27	78.65	75.05	8.73						
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00								
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0095										
	FEATURES																
		All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		9.03	1.87								
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		9.03	1.87								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10								
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			21.30										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.08										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			41.85										
	UNE Loop Rates																
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.67										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.45										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	33.22										
	UNE Port Rate																
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.63	336.11	27.75	132.37	9.31						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87								
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.25	32.25								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10								
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		25.69										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		31.92										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		50.21										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	16.10										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	22.33										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.63										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	9.59	320.53	289.13	92.19	17.56						
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	22.77	17.00								
	ADDITIONAL NRCs															
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11.21	1.10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8.33	0.83								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	29.12	47.34	31.78	22.77	8.75						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.01	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															
	Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		170.06										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		197.70										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		381.35										
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	86.47										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	114.10										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	297.76										
		UNE Port Rate															
		Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPPP	UEPPP	83.59	736.16	382.74	159.48	48.82						
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is (E:4/1/2004)			UEPPP	USACP	0.00	81.70	61.37								
		ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.54									
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71								
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		25.41	25.41								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
		INTERFACE (Provsioning 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	15.48									
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	15.48									
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15.48									
		CALL TYPES															
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7CO	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	96.27	105.52	98.46	23.09	20.49						
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.23										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
		The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															
		Requests for 4-Wire DS1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		147.99										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		175.62										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		359.28										
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	86.47										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	114.10										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	297.76										
		UNE Port Rate															
		4-Wire DDITS Digital Trunk Port (E:4/1/2004)			UEPDC	UDD1T	61.52	780.61	375.52	176.19	16.98						
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is (E:4/1/2004)			UEPDC	USAC4		92.84	46.70								
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes (E:4/1/2004)			UEPDC	USAWA		92.84	46.70								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk (E:4/1/2004)			UEPDC	USAWB		92.84	46.70								
	ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.09	15.09								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.09	15.09								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.09	15.09								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.09	15.09								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.09	15.09								
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00i	730.00s								
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00i	730.00s								
	Alternate Mark Inversion																
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00	0.00	0.00								
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00		0.00								
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00	0.00	0.00								
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00	0.00								
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	96.04	105.52	98.46	23.09	20.49						
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.23	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.45	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.45	0.00	0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
		Central Office Termininating 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																
	The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
	Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	86.47	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	114.10	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	297.76	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	111.16	0.00	0.00								
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	222.32	0.00	0.00								
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	444.64	0.00	0.00								
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	666.96	0.00	0.00								
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	889.28	0.00	0.00								
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM2O	1,111.60	0.00	0.00								
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,333.92	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,778.56	0.00	0.00								
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM4O	2,223.20	0.00	0.00								
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,667.84	0.00	0.00								
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,112.48	0.00	0.00								
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	94.30	4.24								
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's																
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation (E:4/1/2004)			UEPMG	VUMD4	0.00	718.89	469.86	149.83	17.77						
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00i	730.00s								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00i	730.00s								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business (E:4/1/2004)			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00						
	Line Side Outward Channelized PBX Trunk Port - Business (E:4/1/2004)			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00						
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00						
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)			UEPPX	UEPDM	8.65	0.00	0.00	0.00	0.00						
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – (AL, KY, LA, MS, & TN)(Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCY	1.15	0.00	0.00	0.00	0.00						
	Unbundled Exchange Ports, 2-Wire Channelized – Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCT	1.15	0.00	0.00	0.00	0.00						
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – Kentucky Only – Calling Plan (E:4/1/2004)			UEPPX	UEPCV	1.15	0.00	0.00	0.00	0.00						
	Unbundled Exchange Ports, 2-Wire Channelized – Two Way - Kentucky Only – Calling Plan (E:4/1/2004)			UEPPX	UEPCW	1.15	0.00	0.00	0.00	0.00						
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	25.40	13.41	4.17	4.15						
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	78.15	19.68	59.05	11.54						
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED 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.																

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		31.74										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		34.37										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	30.59										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12.67										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	33.22										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.15	21.29	15.49	2.85	2.67						
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPQM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term			UEP91	UEPQZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15	21.29	15.49	2.85	2.67						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.8873										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		All Standard Features Offered, per port			UEP91	UEPVF	0.00										
		All Select Features Offered, per port			UEP91	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	10.51	92.18	15.82	52.16	5.30						
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.102	0.102								
		Conversion of Existing Centrex Common Block			UEP91	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	669.80	78.32	111.05	13.27						
		Secondary Block, per Block			UEP91	M2CC1	0.00	78.32	78.32	13.27	13.27						
		NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN		11.21	1.10								
	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										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	33.22										
	UNE Port Rate																
	All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.15	21.29	15.49	2.85	2.67						
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPQZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.8873										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	0.00										
		All Select Features Offered, per port			UEP95	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62										

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CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62										
	Non-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								
		Conversion of Existing Centrex Common Block, each			UEP95	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	669.80	78.32	111.05	13.27						
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.21	1.10								
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		10.79										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		15.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		31.74										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		13.82										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		18.60										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		34.37										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	33.22										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.15	21.29	15.49	2.85	2.67						

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

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPQZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.8873										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00										
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9D	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9D	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.102	0.102								
		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						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.21	1.10								
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		10.79										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		15.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		31.74										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		13.82										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		18.60										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		34.37										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	33.22										
	UNE Port Rate																
	AL, FL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.15	21.29	15.49	2.85	2.67						
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPQM	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP9E	UEPQZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.8873										
	Local Number Portability																

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	0.00										
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9E	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9E	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.102	0.102								
		Conversion of Existing Centrex Common Block, each			UEP9E	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	669.80	78.32	111.05	13.27						
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.21	1.10								
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		10.79										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		15.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		31.74										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		13.82										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		18.60										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		34.37										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	33.22										
	UNE Port Rate																
	AL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP93	UEPYM	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP93	UEPQM	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 -800 Service Term			UEP93	UEPQZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.8873										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP93	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP93	UEPVF	0.00										
		All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP93	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP93	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP93	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.62										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.102	0.102								
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	669.80	78.32	111.05	13.27						
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP93	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN		11.21	1.10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port																
	Note 4 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

1.1.7 Deposit Policy. Southern Telecom shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Southern Telecom. Any such security deposit shall in no way release Southern Telecom from its obligation to make complete and timely payments of its bill. Southern Telecom shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Southern Telecom's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Southern Telecom fails to remit to BellSouth any deposit requested pursuant to this Section, service to Southern Telecom may be terminated in accordance with the terms of Section 1.17of this Attachment, and any security deposits will be applied to Southern Telecom's account(s). In the event Southern Telecom defaults on its account, service to Southern Telecom will be terminated in accordance with the terms of Section 1.17of this Attachment, and any security deposits will be applied to Southern Telecom's account.

Attachment 7

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

TABLE OF CONTENTS

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide to Southern Telecom nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Southern Telecom can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing.. BellSouth shall provide Southern Telecom with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of Southern Telecom and other CLECs in the aggregate.

1.2 BellSouth shall provision services during its regular working hours. To the extent Southern Telecom requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Southern Telecom, BellSouth will not assess Southern Telecom additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide Southern Telecom nondiscriminatory access to its OSS and the necessary information contained therein in order that Southern Telecom can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Southern Telecom to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Southern Telecom's access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.

2.1.1 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Southern Telecom can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record

information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Southern Telecom will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Southern Telecom shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Southern Telecom shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Southern Telecom shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Southern Telecom will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Southern Telecom's access to customer record information. If a BellSouth audit of Southern Telecom's access to customer record information reveals that Southern Telecom is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Southern Telecom may take corrective action, including but not limited to suspending or terminating Southern Telecom's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.3 Ordering. BellSouth will make available to Southern Telecom electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Southern Telecom will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.1.4 Maintenance and Repair. BellSouth will make available to Southern Telecom electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Southern Telecom will

manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Southern Telecom agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

2.1.5 Billing. BellSouth will provide Southern Telecom nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

2.2 Change Management. BellSouth and Southern Telecom agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and Southern Telecom agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Southern Telecom at BellSouth's interconnection website.

2.3 Rates. Charges for use of OSS shall be as set forth in this Agreement.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by Southern Telecom will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Southern Telecom shall be required to submit a new service request. Incorrect or invalid requests returned to Southern Telecom for correction or clarification will be held for thirty (30) calendar days. If Southern Telecom does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.

3.2 Single Point of Contact. Southern Telecom will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Southern Telecom to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Southern Telecom and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from

another carrier, BellSouth may disconnect any network element being used by Southern Telecom to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify Southern Telecom that such a request has been processed but will not be required to notify Southern Telecom in advance of such processing.

3.2.1 Neither BellSouth nor Southern Telecom shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 BellSouth shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within the intervals in accordance with the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement.

3.2.3 Southern Telecom shall return a FOC to BellSouth within thirty-six (36) hours after Southern Telecom's receipt from BellSouth of a valid LSR.

3.2.4 Southern Telecom shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

3.3 Use of Facilities. When a customer of Southern Telecom elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Southern Telecom by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify Southern Telecom that such a request has been processed after the disconnect order has been completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

3.5.1 When Southern Telecom's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Southern Telecom,

which has the billing relationship with that End User, and Southern Telecom may pass such charge to the End User.

3.6 Cancellation Charges. If Southern Telecom cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if Southern Telecom places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where Southern Telecom places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Southern Telecom may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Southern Telecom elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Southern Telecom, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.