

**Amendment to the Agreement  
Between  
YMax Communications Corp.  
and  
BellSouth Telecommunications, Inc.  
Dated December 7, 2005**

Pursuant to this Amendment, (the "Amendment"), YMax Communications Corp. (YMax), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 7, 2005 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and YMax entered into the Agreement on December 7, 2005, and;

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

1. The Parties agree to delete the WHEREAS statement in General Terms and Conditions and replace as follows:

WHEREAS, YMax is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Kentucky and Mississippi;

2. The Parties agree to delete Section 2.1 in General Terms and Conditions and replace as follows:

The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Kentucky and Mississippi.

3. The Parties agree to add Alabama, Kentucky and Mississippi rates to Attachment 1, Resale, Attachment 2 and 3, Network Elements, Attachment 4, Collocation and Attachment 7, CMDS attached hereto as Exhibit 1 and incorporated herein by this reference.
4. The Parties agree to add Alabama, Kentucky and Mississippi, terms and conditions to Attachment 4, Collocation, attached hereto as Exhibit 2 and incorporated herein by this reference.
5. All of the other provisions of the Agreement, dated December 7, 2005, shall remain in full force and effect.
6. Either or both of the Parties are 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 Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

By: Kristen E Shore

Name: Kristen E. Shore

Title: Director

Date: 5/24/06

**YMax Communications Corp.**

By: Peter Russo

Name: PETER RUSSO

Title: Director of Finance

Date: 5/22/06





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

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOME C	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: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																			
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C 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 SOME C 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,																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOME C		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOMAN		15.66	0.00	1.97	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNCX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP		200.00								
ORDER MODIFICATION CHARGE																			
		Order Modification Charge (OMC)									35.13	0.00	0.00	0.00					
		Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1					1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2					2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3					3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1					1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44					

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	OSS Rates(\$)			
							First	Add'l	First	Add'l			SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		24.89	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			UEA	URES P		26.37	4.99								
	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								
	<b>4-WIRE ANALOG VOICE GRADE LOOP</b>															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		24.89	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16								
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40								
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73						

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR				
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)		
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1 UHL	UHL4W		13.95	94.00	57.00	51.70	9.73					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2 UHL	UHL4W		15.56	94.00	57.00	51.70	9.73					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3 UHL	UHL4W		15.25	94.00	57.00	51.70	9.73					
	CLEC to CLEC Conversion Charge without outside dispatch		UHL	UREWO			86.14	40.40							
	<b>4-WIRE DS1 DIGITAL LOOP</b>														
	4-Wire DS1 Digital Loop - Zone 1		1 USL	USLXX		82.55	252.47	157.54	44.70	11.71					
	4-Wire DS1 Digital Loop - Zone 2		2 USL	USLXX		154.18	252.47	157.54	44.70	11.71					
	4-Wire DS1 Digital Loop - Zone 3		3 USL	USLXX		314.52	252.47	157.54	44.70	11.71					
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)		USL	URES			24.89	3.51							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)		USL	URESP			26.37	4.99							
	CLEC to CLEC Conversion Charge without outside dispatch		USL	UREWO			101.09	43.05							
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>														
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1 UDL	UDL2X		26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2 UDL	UDL2X		35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3 UDL	UDL2X		37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1 UDL	UDL4X		26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2 UDL	UDL4X		35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3 UDL	UDL4X		37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1 UDL	UDL9X		26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2 UDL	UDL9X		35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3 UDL	UDL9X		37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1 UDL	UDL19		26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2 UDL	UDL19		35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3 UDL	UDL19		37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1 UDL	UDL56		26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2 UDL	UDL56		35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3 UDL	UDL56		37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1 UDL	UDL64		26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2 UDL	UDL64		35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3 UDL	UDL64		37.88	126.27	88.80	59.14	14.50					
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)		UDL	URES			24.89	3.51							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)		UDL	URESP			26.37	4.99							
	CLEC to CLEC Conversion Charge without outside dispatch		UDL	UREWO			102.13	49.75							
	<b>2-WIRE Unbundled COPPER LOOP</b>														
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1 UCL	UCLPB		11.01	112.46	65.30	47.24	7.44					
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2 UCL	UCLPB		12.73	112.46	65.30	47.24	7.44					
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3 UCL	UCLPB		14.30	112.46	65.30	47.24	7.44					
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1 UCL	UCLPW		11.01	91.46	54.30	47.24	7.44					
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2 UCL	UCLPW		12.73	91.46	54.30	47.24	7.44					
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3 UCL	UCLPW		14.30	91.46	54.30	47.24	7.44					
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC			8.15	8.15							
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UREWO			97.23	42.48							
	<b>4-WIRE COPPER LOOP</b>														
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1 UCL	UCL4S		17.36	114.21	67.05	51.70	9.73					



UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
														OSS Rates(\$)			

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment 2 Exh A:					
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.09	43.05								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50						
		Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			NTCUD	URES	0.00	24.89	3.51	0.00	0.00						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES	0.00	26.37	4.99	0.00	0.00						
		CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO	0.00	102.13	49.75	0.00	0.00						
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCUD1	OCOSL		18.90									
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.58	37.81	17.56	23.49	5.30						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.05	37.81	17.56	23.49	5.30						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	34.34	37.81	17.56	23.49	5.30						
		Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09									
		Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.44									
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
		Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	0.00								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85	19.85								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15	8.15								
		Unbundled Copper Loop - Non-Designed, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44									

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		244.42									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.64									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.45									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.15									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.27	53.01	18.17	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.16	59.25	24.41	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	0.00							
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85							
		Unbundled Sub-Loop Modification														
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10							
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10							
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.20	6.11							
		Unbundled Network Terminating Wire (UNTW)														
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01								
		Network Interface Device (NID)														
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.23	28.38							
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.97	49.11							
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87							
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87							
UNE OTHER, PROVISIONING ONLY - NO RATE																
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00								
		Unbundled Contact Name, Provisioning Only - no rate			USL, NTCD1	CCOSF	0.00	0.00								
		Unbundled DS1 Loop - Superframe Format Option - no rate														
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00								
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00								
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00								
LOOP MAKE-UP																
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		21.00	21.00							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.59	0.59							
LINE SPLITTING																
		END USER ORDERING-CENTRAL OFFICE BASED														
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61									
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83					
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83					
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30					
PHYSICAL COLLOCATION																
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44					
VIRTUAL COLLOCATION																

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment 2 Exh A:						
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP			1.48	1.48							
		UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC			35.00	35.00							
		UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP			1.48	1.48							
Access to DCS - Customer Reconfiguration (FlexServ)																	
		Customer Reconfiguration Establishment							1.48		1.84						
		DS1 DCS Termination with DS0 Switching						29.46	25.55	19.66	16.63	13.38					
		DS1 DCS Termination with DS1 Switching						9.94	18.47	12.58	12.21	8.96					
		DS3 DCS Termination with DS1 Switching						105.16	25.55	19.66	16.63	13.38					
Node (SynchroNet)																	
		Node per month			UNCDX	UNCNT		15.77									
Service Rearrangements																	
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD			101.09	43.05							
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB			1.28	1.28							
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR			18.93	18.93							
COMMINGLING																	
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU		0.00	0.00	0.00	0.00	0.00					
Commingled (UNE part of single bandwidth circuit)																	
		Commingled VG COCI			XDV2X, NTCVG	1D1VG		0.56	6.58	4.72							
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD		1.19	6.58	4.72							
		Commingled ISDN COCI			XDD4X	UC1CA		2.41	6.58	4.72							
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2		21.13	40.54	27.41	16.74	6.90					
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4		18.73	40.54	27.41	16.74	6.90					
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5		15.12	40.54	27.41	16.74	6.90					
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6		15.12	40.54	27.41	16.74	6.90					
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.008838										
		Commingled 2-wire Local Loop Zone 1	1		XDV2X	UEAL2		14.38	88.00	55.00	47.24	7.44					
		Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2		22.85	88.00	55.00	47.24	7.44					
		Commingled 2-wire Local Loop Zone 3	3		XDV2X	UEAL2		36.14	88.00	55.00	47.24	7.44					
		Commingled 4-wire Local Loop Zone 1	1		XDV6X	UEAL4		25.34	131.97	94.51	59.14	14.50					
		Commingled 4-wire Local Loop Zone 2	2		XDV6X	UEAL4		38.58	131.97	94.51	59.14	14.50					
		Commingled 4-wire Local Loop Zone 3	3		XDV6X	UEAL4		60.02	131.97	94.51	59.14	14.50					
		Commingled 56kbps Local Loop Zone 1	1		XDD4X	UDL56		26.09	126.27	88.80	59.14	14.50					
		Commingled 56kbps Local Loop Zone 2	2		XDD4X	UDL56		35.95	126.27	88.80	59.14	14.50					
		Commingled 56kbps Local Loop Zone 3	3		XDD4X	UDL56		37.88	126.27	88.80	59.14	14.50					
		Commingled 64kbps Local Loop Zone 1	1		XDD4X	UDL64		26.09	126.27	88.80	59.14	14.50					
		Commingled 64kbps Local Loop Zone 2	2		XDD4X	UDL64		35.95	126.27	88.80	59.14	14.50					
		Commingled 64kbps Local Loop Zone 3	3		XDD4X	UDL64		37.88	126.27	88.80	59.14	14.50					
		Commingled ISDN Local Loop Zone 1	1		XDD4X	U1L2X		21.88	117.24	79.77	52.88	10.54					

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
													OSS Rates(\$)			
						Rec		First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN



UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																			
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C 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 SOME C 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,																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOME C		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,NTCVG, NTCUD, NTCAD1	SDASP		200.00								
ORDER MODIFICATION CHARGE																			
		Order Modification Charge (OMC)									33.37	0.00	0.00	0.00					
		Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1					1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2					2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3					3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1					1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88					

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates(\$)			
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		24.96	3.52							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		26.44	5.01							
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36							
	Loop Tagging - Service Level 2 (SL2)			UEA	URET L		11.21	1.10							
	<b>4-WIRE ANALOG VOICE GRADE LOOP</b>														
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66					
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66					
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		24.96	3.52							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		26.44	5.01							
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36							
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>														
	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					
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16							
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>														
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54					
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40							
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>														
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54					
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40							
	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>														
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69					
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69					
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69					

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
													OSS Rates(\$)			
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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					
		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					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		24.96	3.52							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.44	5.01							
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.09	43.04							
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.59	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	32.48	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	36.37	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.59	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	32.48	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	36.37	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.59	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	32.48	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	36.37	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		24.96	3.52							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.44	5.01							
		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					
		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					

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69					
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69					
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.01								
		Rearrangements														
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36							
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36							
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16							
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75							
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.04							
		UNE LOOP COMMINGLING														
		2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING														
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.67	134.89	81.87	73.65	14.88					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.45	134.89	81.87	73.65	14.88					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	33.22	134.89	81.87	73.65	14.88					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.67	134.89	81.87	73.65	14.88					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.45	134.89	81.87	73.65	14.88					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	33.22	134.89	81.87	73.65	14.88					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.96	3.52							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.44	5.01							
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.72	36.36							
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10							
		4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING														
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	29.26	164.11	112.36	78.91	18.66					
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	34.25	164.11	112.36	78.91	18.66					
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	85.06	164.11	112.36	78.91	18.66					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.96	3.52							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.44	5.01							
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.72	36.36							
		4-WIRE DS1 DIGITAL LOOP - COMMINGLING														
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	86.47	306.69	174.44	65.83	14.55					
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	114.10	306.69	174.44	65.83	14.55					
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	297.76	306.69	174.44	65.83	14.55					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.96	3.52							

UNBUNDLED NETWORK ELEMENTS - Kentucky										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Nonrecurring Disconnect		OSS Rates(\$)		SOMAN		SOMAN		SOMAN	
						Rec	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.44	5.01									
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.09	43.04									
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING</b>																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.59	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	36.37	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.59	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	36.37	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.59	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	36.37	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.59	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	36.37	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.59	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	36.37	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.59	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	36.37	157.81	106.06	78.91	18.66							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		24.96	3.52									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		26.44	5.01									
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.13	49.75									
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCUD1	OCOSL		23.01										
	<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																
	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65							
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88									
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	0.00									
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00									
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01									
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49	13.49									
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94									
	<b>2-WIRE Unbundled COPPER LOOP</b>																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65							
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65							
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65							
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88									
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	0.00									
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16									
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00									
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49	13.49									

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment 2 Exh A:				
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. 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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43							
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24							
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24							
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47							
SUB-LOOPS																
		Sub-Loop Distribution														
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		207.91	207.91							
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		12.50	12.50							
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		80.87	80.87							
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		45.04	45.04							
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.57	68.35	22.36	59.81	7.90					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.98	76.49	30.51	65.24	10.88					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	0.00							
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88					
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88					
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88							

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Testing - Basic 1st Half Hour			UEF	URET1		46.88	0.00							
		Loop Testing - Basic Additional Half Hour			UEF	URETA		24.16	24.16							
		Unbundled Sub-Loop Modification														
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23							
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23							
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97							
		Unbundled Network Terminating Wire (UNTW)														
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51							
		Network Interface Device (NID)														
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47							
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		115.96	91.91							
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56							
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56							
UNE OTHER, PROVISIONING ONLY - NO RATE																
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00								
		Unbundled Contact Name, Provisioning Only - no rate			USL, NTCD1	CCOSF	0.00	0.00								
		Unbundled DS1 Loop - Superframe Format Option - no rate														
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00								
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00								
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00								
LOOP MAKE-UP																
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67							
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61									
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87					
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87					
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					
PHYSICAL COLLOCATION																
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95					
VIRTUAL COLLOCATION																

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment 2 Exh A:					
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95						
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
		Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.01										
		Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
		Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
		Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0115										
		Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.34	31.78	22.77	8.75						
		Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0115										
		Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.34	31.78	22.77	8.75						
		Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.23										
		Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49						
		Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.97										
		Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75						
		Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.97										
		Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75						
UNBUNDLED DARK FIBER																	
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.74										
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																	
		DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.25										
		DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.31	551.38	338.08	173.00	120.42						
		STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	9.25										
		STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42						
ENHANCED EXTENDED LINK (EELs)																	
Network Elements Used in Combinations																	
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.25										
		DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67						
		STS-1 Local Loop in combination - per mile			UNC5X	1L5ND	9.25										
		STS-1 Local Loop in combination - Facility Termination			UNC5X	UDLS1	320.51	237.36	147.69	83.43	32.67						
		Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.01										



UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment 2 Exh A:						
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.01										
		Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42						
		Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.01										
		Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.01										
		Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.19										
		Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09										
		Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
		Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	4.09										
		Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	945.79	350.56	141.58	48.00	23.39						
ADDITIONAL NETWORK ELEMENTS																	
Optional Features & Functions:																	
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.6924	0.00						
		DS1/DS0 Channel System			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		DS3/DS1Channel System			UNC3X, UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		Voice Grade COCI in combination			UNCVX	1D1VG	0.6228	6.71	4.84								
		Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.6228	6.71	4.84								
		Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	6.71	4.84								
		OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.32	6.71	4.84								
		OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.32	6.71	4.84								
		OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	6.71	4.84								
		2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.84	6.71	4.84								
		2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.84	6.71	4.84								
		2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	6.71	4.84								
		DS1 COCI in combination			UNC1X	UC1D1	11.80	6.71	4.84								
		DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.80	6.71	4.84								
		DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.80	6.71	4.84								
		DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	11.80	6.71	4.84								
		DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.80	6.71	4.84								
		Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNC3X, U1TS1, UDF,UDFCX	UNCCC		8.98	8.98								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.80	16.10								

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
		UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
		UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
		Access to DCS - Customer Reconfiguration (FlexServ)															
		Customer Reconfiguration Establishment						1.63		2.03							
		DS1 DCS Termination with DS0 Switching					25.69	32.88	23.58	21.09	15.88						
		DS1 DCS Termination with DS1 Switching					12.41	25.07	15.76	16.23	11.02						
		DS3 DCS Termination with DS1 Switching					154.20	32.88	23.58	21.09	15.88						
		Service Rearrangements															
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.04								
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.87	18.87								
COMMINGLING																	
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
		Commingled (UNE part of single bandwidth circuit)															
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.6228	6.71	4.84								
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.32	6.71	4.84								
		Commingled ISDN COCI			XDD4X	UC1CA	2.84	6.71	4.84								
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	21.28	98.09	53.67	56.31	22.42						
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	20.97	98.09	53.67	56.31	22.42						
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	17.25	98.09	53.67	56.31	22.42						
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.01										
		Commingled 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	12.67	125.22	60.48	59.69	7.84						
		Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	17.45	125.22	60.48	59.69	7.84						
		Commingled 2-wire Local Loop Zone 3	3		XDV2X	UEAL2	33.22	125.22	60.48	59.69	7.84						
		Commingled 4-wire Local Loop Zone 1	1		XDV6X	UEAL4	29.26	125.22	60.48	59.69	7.84						
		Commingled 4-wire Local Loop Zone 2	2		XDV6X	UEAL4	34.25	125.22	60.48	59.69	7.84						
		Commingled 4-wire Local Loop Zone 3	3		XDV6X	UEAL4	85.06	125.22	60.48	59.69	7.84						
		Commingled 56kbps Local Loop Zone 1	1		XDD4X	UDL56	27.59	125.22	60.48	59.69	7.84						
		Commingled 56kbps Local Loop Zone 2	2		XDD4X	UDL56	32.48	125.22	60.48	59.69	7.84						
		Commingled 56kbps Local Loop Zone 3	3		XDD4X	UDL56	36.37	125.22	60.48	59.69	7.84						
		Commingled 64kbps Local Loop Zone 1	1		XDD4X	UDL64	27.59	125.22	60.48	59.69	7.84						
		Commingled 64kbps Local Loop Zone 2	2		XDD4X	UDL64	32.48	125.22	60.48	59.69	7.84						
		Commingled 64kbps Local Loop Zone 3	3		XDD4X	UDL64	36.37	125.22	60.48	59.69	7.84						
		Commingled ISDN Local Loop Zone 1	1		XDD4X	U1L2X	18.44	125.22	60.48	59.69	7.84						
		Commingled ISDN Local Loop Zone 2	2		XDD4X	U1L2X	25.08	125.22	60.48	59.69	7.84						

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	42.87	125.22	60.48	59.69	7.84						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	11.80	6.71	4.84								
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.19										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	86.47	86.47	86.47	86.47	86.47						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	114.10	114.10	114.10	114.10	114.10						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	297.76	297.76	297.76	297.76	297.76						
	Commingled DS3 Local Loop			HFQC6	UE3PX	308.31										
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	9.25										
	Commingled STS-1 Local Loop			HFRST	UDLS1	320.51	237.36	147.69	83.43	32.67						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	158.20	115.48	56.53	15.12	5.30						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	966.89	350.56	141.58	48.00	23.39						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	945.79	350.56	141.58	48.00	23.39						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	4.09										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	30.74										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		732.53	192.67	377.27	241.67						
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Usage, Per TCAP Message					0.0000656bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000164bk										
LNP Query Service																
	LNP Charge Per query					0.0008695										
	LNP Service Establishment Manual						13.82	13.82	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						953.27	487.00	431.95	317.61						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,814.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.57									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		533.00									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	179.88										
	Service Order Charge			9PBDC	9PBSC		7.86									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOME C	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: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																			
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C 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 SOME C 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,																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOME C		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOMAN		15.75	0.00	1.97	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNCX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCDD1	SDASP		200.00								
ORDER MODIFICATION CHARGE																			
		Order Modification Charge (OMC)									26.21	0.00	0.00	0.00					
		Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1					1	UEA	UEAL2		13.89	105.96	68.28	52.82	10.37				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2					2	UEA	UEAL2		18.75	105.96	68.28	52.82	10.37				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3					3	UEA	UEAL2		27.55	105.96	68.28	52.82	10.37				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4					4	UEA	UEAL2		45.72	105.96	68.28	52.82	10.37				

UNBUNDLED NETWORK ELEMENTS - Mississippi										Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates(\$)			
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.75	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		25.01	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		26.50	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.56	36.29							
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10							
	<b>4-WIRE ANALOG VOICE GRADE LOOP</b>														
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		25.01	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		26.50	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.56	36.29							
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>														
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37					
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37					
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37					
	2-Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37					
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.46	44.07							
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>														
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.11	121.27	70.81	50.38	7.93					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93					
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.04	40.33							
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>														
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93					

UNBUNDLED NETWORK ELEMENTS - Mississippi												Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		85.98	40.33								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		85.98	40.33								
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.08	253.93	158.45	46.10	12.07						
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	129.38	253.93	158.45	46.10	12.07						
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	206.74	253.93	158.45	46.10	12.07						
		4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	458.46	253.93	158.45	46.10	12.07						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		25.01	3.53								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		26.50	5.02								
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		100.90	42.96								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	UDL	UDL2X	27.44	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	34.55	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	40.76	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	UDL	UDL2X	32.25	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.44	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	34.55	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	40.76	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	UDL	UDL4X	32.25	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.44	126.53	88.85	60.68	14.64						
		5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	34.55	126.53	88.85	60.68	14.64						
		6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	40.76	126.53	88.85	60.68	14.64						
		7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	UDL	UDL9X	32.25	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.44	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	34.55	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	40.76	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	UDL	UDL19	32.25	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.44	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	34.55	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	40.76	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL56	32.25	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.44	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	34.55	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	40.76	126.53	88.85	60.68	14.64						

UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment 2 Exh A:							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
														OSS Rates(\$)				
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 4						4	UDL	UDL64	32.25	126.53	88.85	60.68	14.64			
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)							UDL	URES L		25.01	3.53					
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)							UDL	URESP		26.50	5.02					
		CLEC to CLEC Conversion Charge without outside dispatch							UDL	UREWO		101.94	49.66					
		2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1						1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93			
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2						2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93			
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3						3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93			
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 4						4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93			
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1						1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93			
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2						2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93			
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3						3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93			
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4						4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93			
		Order Coordination for Unbundled Copper Loops (per loop)							UCL	UCLMC		8.20	8.20					
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)							UCL	UREWO		95.21	42.40					
		4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1						1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68			
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2						2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68			
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3						3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68			
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 4						4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68			
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1						1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68			
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2						2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68			
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3						3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68			
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4						4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68			
		Order Coordination for Unbundled Copper Loops (per loop)							UCL	UCLMC		8.20	8.20					
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)							UCL	UREWO		95.21	42.40					
		Order Coordination for Specified Conversion Time (per LSR)							UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.19						
		Rearrangements																
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2							UEA	UREEL		87.56	36.29					
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop							UEA	UREEL		87.56	36.29					
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop							UDN	UREEL		91.46	44.07					
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop							UDL	UREEL		101.94	49.66					
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop							USL	UREEL		100.90	42.96					
UNE LOOP COMMINGLING																		
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																		

UNBUNDLED NETWORK ELEMENTS - Mississippi										Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates(\$)			
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.89	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.75	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	27.55	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	NTCVG	UEAL2	45.72	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.89	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.75	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	27.55	105.96	68.28	52.82	10.37					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	NTCVG	UEAR2	45.72	105.96	68.28	52.82	10.37					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.01	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.50	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.56	36.29							
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10							
				NTCVG											
	<b>4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING</b>														
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	27.47	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.26	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 4		4	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.01	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.50	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.56	36.29							
	<b>4-WIRE DS1 DIGITAL LOOP</b>														
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.08	253.93	158.45	46.10	12.07					
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	129.38	253.93	158.45	46.10	12.07					
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	206.74	253.93	158.45	46.10	12.07					
	4-Wire DS1 Digital Loop - Zone 4		4	NTCD1	USLXX	458.46	253.93	158.45	46.10	12.07					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES	0.00	25.01	3.53	0.00	0.00					
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES	0.00	26.50	5.02	0.00	0.00					
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO	0.00	100.90	42.96	0.00	0.00					
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>														
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.44	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	34.55	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	40.76	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	NTCUD	UDL2X	32.25	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.44	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	34.55	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	40.76	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	NTCUD	UDL4X	32.25	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.44	126.53	88.85	60.68	14.64					
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	34.55	126.53	88.85	60.68	14.64					
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	40.76	126.53	88.85	60.68	14.64					
	7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	NTCUD	UDL9X	32.25	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.44	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	34.55	126.53	88.85	60.68	14.64					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	40.76	126.53	88.85	60.68	14.64					



UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	NTCUD	UDL19	32.25	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.44	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	34.55	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	40.76	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	NTCUD	UDL56	32.25	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.44	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	34.55	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	40.76	126.53	88.85	60.68	14.64						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	NTCUD	UDL64	32.25	126.53	88.85	60.68	14.64						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		25.01	3.53								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.50	5.02								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		101.94	49.66								
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		18.19									
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4		4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.03	37.92	17.55	23.48	5.25						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.87	37.92	17.55	23.48	5.25						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	25.68	37.92	17.55	23.48	5.25						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4		4	UEANL	UEASL	43.85	37.92	17.55	23.48	5.25						
		Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.20	8.20								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.19	18.19								
		Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.51	13.51								
		CLEC to CLEC Conversion Charge Without Outside Dispatch			UEANL	UREWO		15.75	8.92								
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	I	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42						
		Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.36	0.00								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.97	19.97								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.20	8.20								
		Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.51	13.51								
		CLEC to CLEC Conversion Charge Without Outside Dispatch			UEQ	UREWO		14.24	7.42								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.57	32.57								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.57	32.57								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.59	32.59								

UNBUNDLED NETWORK ELEMENTS - Mississippi										Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR				
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)		
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
<b>SUB-LOOPS</b>															
	<b>Sub-Loop Distribution</b>														
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL, UEF	USBSA		259.69								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL, UEF	USBSB		22.77								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		178.47								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		56.39								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.15	66.18	31.14	45.36	6.71					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.51	66.18	31.14	45.36	6.71					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.45	66.18	31.14	45.36	6.71					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18.26	66.18	31.14	45.36	6.71					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	79.49	44.45	51.27	9.35					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13.92	79.49	44.45	51.27	9.35					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20							
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.29	53.32	18.28	45.36	6.71					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20							
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.40	59.60	24.55	51.27	9.35					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20							
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88							
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.36	0.00							
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.97	19.97							
	<b>Unbundled Sub-Loop Modification</b>														
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.80	5.13							
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.80	5.13							

UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment 2 Exh A:						
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		279.81	6.15								
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3366	30.55									
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.84	28.90								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		65.30	50.36								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.94	5.94								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.94	5.94								
UNE OTHER, PROVISIONING ONLY - NO RATE																	
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
		Unbundled Contact Name, Provisioning Only - no rate															
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate															
		NID - Dispatch and Service Order for NID installation			USL, NTCD1	CCOEF	0.00	0.00									
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.12	24.12								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.58	25.58								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6652	0.6652								
LINE SPLITTING																	
END USER ORDERING-CENTRAL OFFICE BASED																	
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	18.62	10.66	10.04	4.93						
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	18.62	10.66	10.04	4.93						
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.03	37.92	17.55	23.48	5.25						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.03	37.92	17.55	23.48	5.25						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.87	37.92	17.55	23.48	5.25						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.87	37.92	17.55	23.48	5.25						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	25.68	37.92	17.55	23.48	5.25						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	25.68	37.92	17.55	23.48	5.25						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEALS	43.85	37.92	17.55	23.48	5.25						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEABS	43.85	37.92	17.55	23.48	5.25						
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0288	12.37	11.87	6.04	5.45						
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0268	12.37	11.87	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	

UNBUNDLED NETWORK ELEMENTS - Mississippi												Attachment 2 Exh A:							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
															OSS Rates(\$)				
						Rec		Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		

UNBUNDLED NETWORK ELEMENTS - Mississippi										Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates(\$)			
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0098									
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11					
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0098									
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11					
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0098									
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	14.04	40.77	27.57	17.26	7.11					
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0098									
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	14.04	40.77	27.57	17.26	7.11					
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.201									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90					
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.76									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	579.12	280.37	163.70	62.08	60.29					
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	4.76									
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	581.21	280.37	163.70	62.08	60.29					
<b>ADDITIONAL NETWORK ELEMENTS</b>															
<b>Optional Features &amp; Functions:</b>															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00					
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00					
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.60	23.78	1.96	0.76					
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.72	7.66	0.7201	0.00					
	DS1 to DS0 Channel System per month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10					
	DS3 to DS1 Channel System per month			UNC3X, UNC3X	MQ3	170.63	179.17	94.52	34.30	32.82					
	Voice Grade COCI in combination			UNCVX	1D1VG	0.5737	6.62	4.74							
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.5737	6.62	4.74							
	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	0.5737	6.62	4.74							
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.22	6.62	4.74							
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.22	6.62	4.74							
	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	1.22	6.62	4.74							
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.62	6.62	4.74							
	2-wire ISDN COCI (BRITE) - for Local Loop			UDN	UC1CA	2.62	6.62	4.74							
	2-wire ISDN COCI (BRITE) - for connection to DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.62	6.62	4.74							
	DS1 COCI in combination			UNC1X	UC1D1	12.96	6.62	4.74							
	DS1 COCI - for Local Channel			ULDD1	UC1D1	12.96	6.62	4.74							
	DS1 COCI - for Interoffice Channel			U1TD1	UC1D1	12.96	6.62	4.74							
	DS1 COCI - for Loop			USL	UC1D1	12.96	6.62	4.74							
	DS1 COCI - for DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	12.96	6.62	4.74							
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1, UNC3X, U1TD3, UNC3X, U1TS1, UDF, UDFCX	UNCCC		5.63	5.63							

UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.87	16.14								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
		UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
		UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
		Access to DCS - Customer Reconfiguration (FlexServ)															
		Customer Reconfiguration Establishment						1.49		1.90							
		DS1 DCS Termination with DS0 Switching					20.81	25.69	19.77	17.15	13.79						
		DS1 DCS Termination with DS1 Switching					10.73	18.57	12.65	12.60	9.24						
		DS3 DCS Termination with DS1 Switching					145.05	25.69	19.77	17.15	13.79						
		Service Rearrangements															
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.90	42.96								
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.87	18.87								
COMMINGLING																	
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
		Commingled (UNE part of single bandwidth circuit)															
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.5737	6.62	4.74								
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.22	6.62	4.74								
		Commingled ISDN COCI			XDD4X	UC1CA	2.62	6.62	4.74								
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.52	40.77	27.57	17.26	7.11						
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.79	40.77	27.57	17.26	7.11						
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.68	40.77	27.57	17.26	7.11						
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.68	40.77	27.57	17.26	7.11						
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0098										
		Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	13.89	105.96	68.28	52.82	10.37						
		Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	18.75	105.96	68.28	52.82	10.37						
		Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	27.55	105.96	68.28	52.82	10.37						
		Commingled 2-wire Local Loop Zone 4		4	XDV2X	UEAL2	45.72	105.96	68.28	52.82	10.37						
		Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	27.47	132.27	94.59	60.68	14.64						
		Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.26	132.27	94.59	60.68	14.64						
		Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64						
		Commingled 4-wire Local Loop Zone 4		4	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64						
		Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.44	126.53	88.85	60.68	14.64						
		Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	34.55	126.53	88.85	60.68	14.64						
		Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	40.76	126.53	88.85	60.68	14.64						

UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingle 56kbps Local Loop Zone 4		4	XDD4X	UDL56	32.25	126.53	88.85	60.68	14.64						
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.44	126.53	88.85	60.68	14.64						
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	34.55	126.53	88.85	60.68	14.64						
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	40.76	126.53	88.85	60.68	14.64						
	Commingle 64kbps Local Loop Zone 4		4	XDD4X	UDL64	32.25	126.53	88.85	60.68	14.64						
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.01	117.61	79.92	52.82	10.37						
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.59	117.61	79.92	52.82	10.37						
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.34	117.61	79.92	52.82	10.37						
	Commingle ISDN Local Loop Zone 4		4	XDD4X	U1L2X	59.18	117.61	79.92	52.82	10.37						
	Commingle DS1 COCI			XDH1X, NTC1	UC1D1	12.96	6.62	4.74								
	Commingle DS1 Interoffice Channel			XDH1X	U1TF1	57.33	89.79	82.28	16.86	14.90						
	Commingle DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.201										
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	102.85	91.57	62.94	10.87	10.10						
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.08	253.93	158.45	46.10	12.07						
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	129.38	253.93	158.45	46.10	12.07						
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	206.74	253.93	158.45	46.10	12.07						
	Commingle DS1 Local Loop Zone 4		4	XDH1X	USLXX	458.46	253.93	158.45	46.10	12.07						
	Commingle DS3 Local Loop			HFQC6	UE3PX	326.15	454.13	265.47	123.23	86.19						
	Commingle DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.20										
	Commingle STS-1 Local Loop			HFRST	UDLS1	338.55	454.13	265.47	123.23	86.19						
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	170.63	179.17	94.52	34.30	32.82						
	Commingle DS3 Interoffice Channel			HFQC6	U1TF3	641.90	280.37	163.70	62.08	60.29						
	Commingle DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.76										
	Commingle STS-1Interoffice Channel			HFRST	U1TFS	644.21	280.37	163.70	62.08	60.29						
	Commingle STS-1Interoffice Channel Mileage			HFRST	1L5XX	4.76										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	28.27										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		642.79	138.67	326.97	203.85						
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Usage, Per TCAP Message					0.0000597bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000149bk										
LNP Query Service																
	LNP Charge Per query					0.0008477										
	LNP Service Establishment Manual						12.59	12.59	11.58	11.58						
	LNP Service Provisioning with Point Code Establishment						596.94	304.96	270.49	198.89						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,822.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.29									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.11									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.43										
	Service Order Charge			9PBDC	9PBSC		15.75									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.05										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.70										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.16										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.05										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.70										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.16										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.89										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.54										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.89										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.54										
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	94.93										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	177.31										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	361.70										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.64										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.98										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.64										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	367.80										
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	69.18										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.70										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	809.05										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.70										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	806.58										
UNBUNDLED DARK FIBER - Stand Alone or in Combination																	
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.69										
ENHANCED EXTENDED LINK (EELs)																	



UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)		
								First	Add'l	First	Add'l	SOMEc	SOMAN	
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.														SOMAN
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.														SOMAN
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT														
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	94.93							
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31							
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70							
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21							
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18							
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.54							
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	355.33							
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70							
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	809.05							
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	9.54							
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	367.80							
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70							
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58							

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.99										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.20										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.99										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.20										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	18.03										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.53										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.03										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.53										
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	99.44										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	131.22										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	342.42										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.64										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	354.56										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.64										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	368.59										
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.26										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	110.45										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1351.42										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.72										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1321.94										
UNBUNDLED DARK FIBER																	
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	35.35										
ENHANCED EXTENDED LINK (EELs)																	

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2 Exh. B								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																			
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																			
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																			
		4-Wire DS1 Digital Loop in Combination - Zone 1			1	UNC1X	USLXX		99.44										
		4-Wire DS1 Digital Loop in Combination - Zone 2			2	UNC1X	USLXX		131.22										
		4-Wire DS1 Digital Loop in Combination - Zone 3			3	UNC1X	USLXX		342.42										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month				UNC1X	1L5XX		0.22										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month				UNC1X	U1TF1		90.87										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																			
		DS3 Local Loop in combination - per mile per month				UNC3X	1L5ND		10.64										
		DS3 Local Loop in combination - Facility Termination per month				UNC3X	UE3PX		354.56										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month				UNC3X	1L5XX		4.70										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month				UNC3X	U1TF3		1111.92										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																			
		STS-1 Local Loop in combination - per mile per month				UNCSX	1L5ND		10.64										
		STS-1 Local Loop in combination - Facility Termination per month				UNCSX	UDLS1		368.59										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month				UNCSX	1L5XX		4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month				UNCSX	U1TFS		1087.66										

UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment: 2 Exh. B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
								Add'l	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06								
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.60								
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.35								
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	12.03								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.60								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.35								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	12.03								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15.85								
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44								
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.93								
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	16.63								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.85								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.93								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	16.63								
4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	118.62								
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	148.79								
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	237.75								
		4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	527.23								
HIGH CAPACITY UNBUNDLED LOCAL LOOP															
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.88								
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	375.07								
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.88								
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.33								
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23								
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	65.93								
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.47								

UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment: 2 Exh. B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								Add'l		Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	738.18									
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.47									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	740.84									
	UNBUNDLED DARK FIBER														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	32.51									
ENHANCED EXTENDED LINK (EELs)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94									
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.79									
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75									
	4-wire DS1 Digital Local Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.23									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48									
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.88									
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	375.07									
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.47									
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	738.18									
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.88									
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	389.33									
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.47									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	740.84									

LOCAL INTERCONNECTION - Alabama											Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																

LOCAL INTERCONNECTION - Alabama												Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Usage, Per ISUP Message					0.0000142bk									
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33bk									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57					
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Kentucky											Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. 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	SOMEK	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
								0.0006772bk								
								0.0006772								
								0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
						OHD	TPP6X	21.58	8.13							
						OHD	TPP9X	21.58	8.13							
						OHD	TDEOP	0.00								
						OH1 OH1MS	TDE1P	0.00								
						OHD	TDWOP	0.00								
						OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
								0.0000030bk								
								0.0007466bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
						OHM	1L5NF	0.01								
						OHM	1L5NF	29.11	47.34	31.78	22.77	8.75				
						OHM	1L5NK	0.0115								
						OHM	1L5NK	20.97	47.35	31.78	22.77	8.75				
						OHM	1L5NK	0.0115								
						OHM	1L5NK	20.97	47.35	31.78	22.77	8.75				
						OH1, OH1MS	1L5NL	0.23								
						OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49				
						OH3, OH3MS	1L5NM	4.97								
						OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75				
LOCAL CHANNEL - DEDICATED TRANSPORT																
						OHM	TEFV2	18.57	265.78	46.96	46.79	4.98				
						OHM	TEFV4	19.86	266.48	47.65	47.54	5.73				
						OH1	TEFHG	40.46	209.60	176.51	30.21	21.07				
						OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42				
LOCAL INTERCONNECTION MID-SPAN MEET																
						OH1MS	TEFHG	0.00	0.00							
						OH3MS	TEFHJ	0.00	0.00							
MULTIPLEXERS																
						OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04				
						OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59				
						OH1, OH1MS	SATCO	11.80	10.07	7.08						
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
						UDB	TPP6A	20.71	43.56	43.56	22.45	22.45				
						UDB	TPP9A	20.71	43.56	43.56	22.45	22.45				



LOCAL INTERCONNECTION - Kentucky											Attachment: 3 Exh: A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39										
		CCS7 Signaling Usage, Per Call Setup Message					0.0000164bk										
		CCS7 Signaling Usage, Per TCAP Message					0.0000656bk										
		CCS7 Signaling Usage, Per ISUP Message					0.0000164bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Mississippi											Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																

LOCAL INTERCONNECTION - Mississippi											Attachment: 3 Exh: A						
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Usage, Per ISUP Message					0.0000149bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683.55bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD											
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.55	35.74	35.74	16.53	16.53						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

COLLOCATION - Alabama											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,879.48		0.51						
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,566.60		0.51						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21						
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21						
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21						
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,410.00		1.21						
	Space Preparation															
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.22									
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	140.99									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	156.33									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.34									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96									
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.62									
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	88.86									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71								
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,075.17								
	Power															
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.83									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	4.91									
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	9.84									
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74									
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.06									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCXX											
		Physical Collocation - 2-wire cross-connect, loop, provisioning				PE1P2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation - 4-wire cross-connect, loop, provisioning				PE1P4	0.05	12.39	11.87	6.39	5.73					
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX											
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1	1.11	22.03	15.93	6.40	5.79					

Page 2 of 15

COLLOCATION - Alabama											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13							
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.25		2.76							
	Virtual to Physical																
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.44									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.44									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.62									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.62									
	Entrance Cable																
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11										
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
VIRTUAL COLLOCATION																	
	Application																
		Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15									
	Space Preparation																
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22										
	Power																
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79						
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92						

COLLOCATION - Alabama											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92					
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011									
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016									
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPS, UEPSR, UEPSR, UEPSR, UEPSR	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73					
	CFA															
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		759.29	488.11	133.00						
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92		189.12						
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90						
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76						
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66						
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13						
		Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.25		2.76						
Security																
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93	10.73							
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05	13.86							
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17	16.98							
Maintenance																
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73							
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86							
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98							
Entrance Cable																
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		859.71		22.49						
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	14.97									
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22						
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42									
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87								

COLLOCATION - Alabama											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO Power, DC Power Provisioning (Alabama Only ICB Rate)			CLORS	PE1RR		233.38									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98								
		Adjacent Remote Site Collocation															
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																	
		Virtual Remote Site Collocation															
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		307.70	307.70	168.22	168.22						
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	201.42										
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		115.87	115.87								
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.56	37.56								
		ADJACENT COLLOCATION															
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL, UEQ, UEA, UCL, UAL, UHL, UDN	PE1JE	0.02	12.30	11.80	6.03	5.44						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA, UHL, UDL, UCL	PE1JF	0.04	12.39	11.87	6.39	5.73						
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79						
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.86	9.71	8.25						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06										
		Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)															
Note: ICB means Individual Case Basis																	
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																	



COLLOCATION - Kentucky											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
		Physical Collocation - Initial Application Fee			CLO	PE1BA		3,773.54		1.01						
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		3,145.35		1.01						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21						
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21						
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,059.00		1.21						
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,412.00		1.21						
	Space Preparation															
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		7.99								
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		166.83								
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		184.97								
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		18.14								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.32								
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		3.26								
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		110.57								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07								
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,158.67								
	Power															
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		8.06								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.44								
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		10.88								
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		16.32								
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		37.68								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX											
		Physical Collocation - 2-wire cross-connect, loop, provisioning				PE1P2		0.0333	24.68	23.68	12.14	10.95				
		Physical Collocation - 4-wire cross-connect, loop, provisioning				PE1P4		0.0665	24.88	23.82	12.77	11.46				
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPS, USL, UEPEX, UEPDX											
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1		1.48	44.23	31.98	12.81	11.57				

Page 7 of 15

COLLOCATION - Kentucky											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB			169.63		154.85						
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5			4.52		5.54						
	Virtual to Physical																
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV			33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO			33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1			52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3			52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR			22.49								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP			22.49								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS			32.71								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE			32.71								
	Entrance Cable																
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD			1,729.11		45.16						
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86										
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED			7.75								
VIRTUAL COLLOCATION																	
	Application																
		Virtual Collocation - Application Fee			AMTFS	EAF			2,419.86		1.01						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA			584.20								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF			742.12								
	Space Preparation																
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99										
	Power																
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57						
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						

COLLOCATION - Kentucky											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0012										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0018										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSR, UEPSR, UEPC2	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46						
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.55									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,524.45	980.01	267.02							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84							
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.54							
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.98	21.53								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.26	27.81								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.54	34.09								
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09								
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11		45.16							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.38										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									

COLLOCATION - Kentucky											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.54	34.09								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		617.78		338.89							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	219.67										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.64									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.40									
	ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.0258	24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0515	24.88	23.82	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.37	44.23	31.98	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	18.61	41.93	30.51	14.75	11.83						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.15	41.93	30.51	14.76	11.84						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.02	51.29	39.87	19.41	16.49						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.44										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.88										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.32										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.68										
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

COLLOCATION - Mississippi											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,890.38									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,575.69									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.13									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		597.34		1.22							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		837.57		1.22							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,063.00		1.22							
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,422.00		1.22							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.74										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	165.23										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	183.20										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	17.97										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.30										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.52										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	85.67										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	604.19										
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	1,081.40										
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.33										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.29										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.58										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.87										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.65										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL, UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX												
		Physical Collocation - 2-wire cross-connect, loop, provisioning				PE1P2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX												
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1	1.14	22.16	16.02	6.60	5.97						

Page 12 of 15

COLLOCATION - Mississippi										Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58						
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.27		2.78						
	Virtual to Physical														
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.54								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.54								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.78								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.78								
	Entrance Cable														
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		926.27		22.62						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.89								
VIRTUAL COLLOCATION															
	Application														
	Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25		0.51						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.13								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		740.76								
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0268	12.37	11.87	6.04	5.45					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91					
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10					



COLLOCATION - Mississippi											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSR, UEPSR, UEP2C	VE1R2	0.0268	12.37	11.87	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91						
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.41									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		763.69	490.94	133.77							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84		5.93							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.27		2.78							
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		17.02	10.79								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.17	13.94								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.32	17.08								
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08								
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		926.27		22.62							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	15.24										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									

COLLOCATION - Mississippi											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08							
	Adjacent Remote Site Collocation															
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		309.48		168.63						
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	210.05									
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		116.54								
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.77								
	ADJACENT COLLOCATION															
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68									
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.0223	12.37	11.87	6.04	5.45					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0446	12.47	11.94	6.59	5.91					
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.05	22.16	16.02	6.60	5.97					
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.27	21.01	15.29	7.61	6.10					
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.42	21.01	15.29	7.61	6.10					
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.62	25.70	19.97	10.01	8.50					
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.29									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.58									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.87									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.65									
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

CMDS - Alabama												Attachment: 7 Exh A							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																		
	CMDS: Message Processing, per message								0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message								0.001										

CMDS - Kentucky												Attachment: 7 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS															
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message						0.004								
	CMDS: Data Transmission (CONNECT:DIRECT), per message						0.001								

CMDS - Mississippi												Attachment: 7 Exh A							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																		
	CMDS: Message Processing, per message								0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message								0.001										

**Attachment 4**  
**BellSouth Collocation**

## Table of Contents

<b>1.</b>	<b>Scope of Attachment .....</b>	<b>3</b>
<b>2</b>	<b>Optional Reports .....</b>	<b>5</b>
<b>3</b>	<b>Collocation Options.....</b>	<b>6</b>
<b>4</b>	<b>Occupancy .....</b>	<b>12</b>
<b>5</b>	<b>Use of Collocation Space .....</b>	<b>14</b>
<b>6</b>	<b>Ordering and Preparation of Collocation Space.....</b>	<b>21</b>
<b>7</b>	<b>Construction and Provisioning .....</b>	<b>24</b>
<b>8</b>	<b>Rates and Charges .....</b>	<b>30</b>
<b>9</b>	<b>Insurance .....</b>	<b>35</b>
<b>10</b>	<b>Mechanics Lien.....</b>	<b>37</b>
<b>11</b>	<b>Inspections.....</b>	<b>37</b>
<b>12</b>	<b>Security and Safety Requirements .....</b>	<b>37</b>
<b>13</b>	<b>Destruction of Collocation Space.....</b>	<b>40</b>
<b>14</b>	<b>Eminent Domain .....</b>	<b>41</b>
<b>15</b>	<b>Nonexclusivity .....</b>	<b>41</b>
	<b>Environmental &amp; Safety Principles.....</b>	<b>Exhibit A</b>
	<b>Rates.....</b>	<b>Exhibit B</b>

## BELLSOUTH COLLOCATION

### 1. Scope of Attachment

#### 1.1 BellSouth Premises

1.1.1 The rates, terms and conditions contained within this Attachment shall only apply when YMax is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment includes BellSouth Central Offices, and Remote Terminals (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. Where not specified, the language in this Attachment applies to both Central Office and Remote Site Collocation.

1.1.2 Third Party Property. If the BellSouth Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies YMax that BellSouth’s agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon YMax’s request, BellSouth will use commercially reasonable efforts to obtain the owner’s consent and to otherwise secure such rights for YMax. YMax agrees to reimburse BellSouth for all costs incurred by BellSouth in obtaining such rights for YMax. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, is unable to secure such access and use rights for YMax, YMax shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with YMax in obtaining such permission.

#### 1.2 Right to Occupy

1.2.1 BellSouth shall offer to YMax collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow YMax to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by YMax and agreed to by BellSouth (hereinafter “Collocation Space”). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.3 Space Allocation. BellSouth shall assign YMax Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation.



Otherwise, BellSouth shall attempt to accommodate YMax's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase YMax's cost or materially delay YMax's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service YMax wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.4 Transfer of Collocation Space

1.4.1 YMax shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the BellSouth Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) YMax has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with YMax's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.

1.4.2 The responsibilities of YMax shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and YMax.

1.4.3 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.

1.5 Space Reclamation

1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. YMax will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

- 1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth Premises is at, or near, space exhaustion and YMax cannot demonstrate that YMax will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to YMax requesting that YMax release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in YMax's collocation arrangement is not being utilized.
- 1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, YMax shall either: (1) return the non-utilized Collocation Space to BellSouth in which case YMax shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date YMax accepted the Collocation Space (Acceptance Date) from BellSouth.
- 1.5.4 Disputes concerning BellSouth's claim of space exhaust, or near exhaust, or YMax's refusal to return requested Collocation Space should be resolved by BellSouth and YMax pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. YMax may only place in the Collocation Space equipment necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to YMax may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for YMax's employees or certified suppliers.
- 1.7 Rates and Charges. YMax agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

## **2 Optional Reports**

- 2.1 Space Availability Report. Upon request from YMax and at YMax's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by YMax.
- 2.1.1 The request from YMax for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.
- 2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, BellSouth will provide YMax with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information within thirty (30) days of a YMax request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; and (ii) the information will only be provided for each serving wire center designated by YMax, up to a maximum of thirty (30) wire centers per YMax request per month per state. BellSouth will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time BellSouth sends the CD.
- 3 Collocation Options**
- 3.1 Cageless Collocation. BellSouth shall allow YMax to collocate YMax's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow YMax to have direct access to YMax's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where YMax's equipment requires special technical considerations (e.g., special cable

racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, YMax must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

3.2.1 BellSouth will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At YMax's option and expense, YMax will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, YMax and YMax's BellSouth Certified Supplier must comply with the more stringent local building code requirements. YMax's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at YMax's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for YMax's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. YMax's BellSouth Certified Supplier shall bill YMax directly for all work performed for YMax. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by YMax's BellSouth Certified Supplier. YMax must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access YMax's locked enclosure prior to notifying YMax at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to YMax's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for YMax.

3.2.2 In the event YMax's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review YMax's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify YMax of its desire to conduct this review in BellSouth's Application Response, as defined herein, to YMax's Initial Application. If YMax's Initial Application does not indicate its desire to construct its own enclosure and YMax subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then YMax will resubmit its Initial Application, indicating its desire to construct its own enclosure. If YMax subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, YMax will submit a Subsequent Application, as defined in Section 6.2

below. If BellSouth elects to review YMax's plans and specifications, then BellSouth will provide notification to YMax within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of YMax's plans and specifications. Regardless of whether or not BellSouth elects to review YMax's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to YMax's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of YMax's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of YMax's caged Collocation Space, BellSouth shall require YMax, at YMax's expense, to remove or correct any structure that does not meet YMax's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

3.3.1 YMax may allow other telecommunications carriers to share YMax's caged Collocation Space, pursuant to the terms and conditions agreed to by YMax (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to YMax. BellSouth shall be notified in writing by YMax upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by YMax that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and YMax. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and YMax.

3.3.2 YMax, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide YMax with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states YMax shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between

BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.4 YMax shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of YMax's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation

- 3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by YMax or YMax's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, YMax shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.

- 3.4.2 If YMax requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, YMax must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, YMax and YMax's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. YMax's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. YMax's BellSouth Certified Supplier shall bill YMax directly for all work performed for YMax to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay such charges imposed by YMax's BellSouth Certified Supplier. YMax must provide the local BellSouth contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access YMax's locked enclosure prior to notifying YMax at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

- 3.4.3 YMax must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review YMax's plans and specifications prior to the construction of an Adjacent Arrangement to ensure YMax's compliance with BellSouth's specifications.

BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from YMax for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to YMax's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of YMax's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of YMax's Adjacent Arrangement, BellSouth shall require YMax, at YMax's expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.

- 3.4.4 YMax shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At YMax's option and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama at YMax's request and expense, BellSouth will provide Direct Current (DC) power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. YMax will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. YMax's BellSouth Certified Supplier shall be responsible, at YMax's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

- 3.5.1 BellSouth will permit YMax to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth Premises (Direct Connect). YMax shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by YMax. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by YMax to provision the Direct Connect between its

physical/virtual Collocation Spaces. In those instances where YMax's physical/virtual Collocation Spaces are contiguous in the central office, YMax will have the option of using YMax's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. YMax will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. YMax may not self-provision a Direct Connect on any BellSouth distribution frame, Point of Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. YMax is solely responsible for ensuring the integrity of the signal.

- 3.5.2 To place an order for a Direct Connect, YMax must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that BellSouth provides an Application Response to YMax.

3.6 Co-Carrier Cross Connect (CCXC)

- 3.6.1 A CCXC is a cross connection between YMax and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit YMax to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to YMax upon YMax's request for the CCXC. YMax is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.6.2 YMax must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by YMax. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. YMax shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by YMax to provision the CCXC to the other collocated telecommunications carrier. In those instances where YMax's equipment and the equipment of the other



collocated telecommunications carrier are located in contiguous caged Collocation Space, YMax may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. YMax shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. YMax shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. YMax is solely responsible for ensuring the integrity of the signal.

- 3.6.3 To place an order for a CCXC, YMax must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to YMax.

#### **4 Occupancy**

- 4.1 Space Ready Notification. BellSouth will notify YMax in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. YMax will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from YMax's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If YMax completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of YMax's acceptance of the Collocation Space (Space Acceptance Date). In the event YMax fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by YMax on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If YMax decides to occupy the Collocation Space prior to the Space Ready Date, the date YMax executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space is the date that will be deemed the Space Acceptance Date and billing will begin from that date.

- 4.4      Equipment Installation. YMax shall notify BellSouth in writing that its collocation equipment installation is complete. YMax's collocation equipment installation is complete when YMax's equipment is connected to BellSouth's network for the purpose of provisioning Telecommunication Services to YMax's customers. BellSouth may refuse to accept any orders for cross-connects until it has received such notice from YMax.
- 4.5      Termination of Occupancy.
- 4.5.1      In addition to any other provisions addressing termination of occupancy in this Agreement, YMax may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that YMax and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that YMax signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and YMax jointly conduct an inspection, confirming that YMax has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B.
- 4.5.2      Upon termination of occupancy, YMax, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by YMax from the Collocation Space. YMax shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of YMax's Guest(s), unless YMax's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to YMax's Termination Date.
- 4.5.3      YMax shall continue the payment of all monthly recurring charges to BellSouth until the date YMax, and if applicable YMax's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If YMax or YMax's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of YMax or YMax's Guest(s), in any manner that BellSouth deems fit, at YMax's expense and with no liability whatsoever for YMax's property or YMax's Guest(s) property.
- 4.5.4      Upon termination of YMax's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central office space inventory.

YMax shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by YMax, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. YMax's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. YMax shall be responsible for the cost of removing any YMax constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

## **5 Use of Collocation Space**

### **5.1 Equipment Type**

- 5.1.1 BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Upon request by YMax, BellSouth, at its discretion, may consent to the collocation of any

equipment not meeting these standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on YMax's failure to comply with this Section.

- 5.1.4 At a Remote Site, all YMax equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.2 Terminations. YMax shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by YMax, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event YMax submits an application for terminations that will exceed the total capacity of the collocated equipment, YMax will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the Effective Date of this Agreement, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, YMax will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34th Floor, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. YMax shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. YMax shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of YMax's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify YMax's equipment in the case of an

emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.

5.6 Entrance Facilities.

5.6.1 YMax may elect to place YMax-owned or YMax leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault for Central Offices, which is physically accessible by both Parties. For Central Offices, YMax will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. YMax will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to YMax's equipment in YMax's Collocation Space. In the event YMax utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals YMax will provide and place copper cable through conduit from the Remote Site Collocation Space to the feeder distribution interface. Such copper cable must be of sufficient length to reach the splice location for splicing by BellSouth. YMax must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. YMax is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of YMax's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.

5.6.2 Central Office Microwave Transmission Facilities. At YMax's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.

5.6.3 that limited space is available for the placement of these entrance facilities.

5.7 Dual Entrance Facilities at a Central Office. BellSouth will provide at least two (2) interconnection points at each Central Office where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by YMax for dual entrance facilities to its physical Collocation Space, BellSouth shall provide YMax with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to YMax's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to YMax in the Application Response.

5.8 Shared Use

- 5.8.1 YMax may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to YMax's Collocation Space within the same BellSouth Premises.
- 5.8.2 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. YMax must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the YMax-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If YMax desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from YMax authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on YMax's entrance facility.
- 5.9 Demarcation Point
- 5.9.1 BellSouth will designate the point(s) of demarcation between YMax's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. YMax shall be responsible for providing the common block and cabling and YMax's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. YMax or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.10 Equipment and Facilities. YMax, or if required by this Attachment, YMax's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by YMax, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. YMax and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.
- 5.11 BellSouth's Access to Collocation Space
- 5.11.1 From time to time, BellSouth may require access to YMax's Collocation Space. BellSouth retains the right to access YMax's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to YMax at least forty-eight (48) hours before access to

YMax's Collocation Space is required. YMax may elect to be present whenever BellSouth performs work in the YMax's Collocation Space. The Parties agree that YMax will not bear any of the expense associated with this type of work.

5.11.2 In the case of an emergency, BellSouth will provide oral notice of entry as soon as reasonably practicable after such entry.

5.11.3 YMax must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.

5.12 YMax's Access

5.12.1 Pursuant to Section 12 below, YMax shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. YMax agrees to provide the name, date of birth and either the social security number or driver's license number of each employee, supplier or agent of YMax or YMax's Guest(s) with YMax's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by YMax and returned to BellSouth Access Management within fifteen (15) days of YMax's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Charges for Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not be duplicated under any circumstances. YMax agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of YMax's employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with YMax ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. YMax shall pay all applicable charges associated with lost or stolen Access Devices.

5.12.2 YMax must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date YMax desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, YMax may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event YMax desires access to its designated Collocation Space after the first accompanied free visit and YMax's access request form(s) has not been approved by BellSouth or YMax has not yet

submitted an access request form to BellSouth, YMax shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at YMax's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. YMax must request that escorted access be provided by BellSouth to YMax's designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever YMax or its approved agent or supplier requires access to the entrance manhole.

- 5.13 Lost or Stolen Access Devices. YMax shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of YMax's employees, suppliers, agents or Guest(s) to return an Access Device(s), YMax shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.14 Interference or Impairment
- 5.14.1 Notwithstanding any other provisions of this Attachment, YMax shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that (1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; (3) compromises the privacy of any communications routed through the BellSouth Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of YMax violates the provisions of this paragraph, BellSouth shall provide written notice to YMax, which shall direct YMax to cure the violation within forty-eight (48) hours of YMax's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.14.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if YMax fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to YMax's equipment and/or facilities.



BellSouth will endeavor, but is not required, to provide notice to YMax prior to the taking of such action and BellSouth shall have no liability to YMax for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.14.3 For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and YMax fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to YMax or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by YMax is significantly degrading the performance of other advanced services or traditional voice band services, YMax shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.15 Personalty and Its Removal. Facilities and equipment placed by YMax in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by YMax at any time. Any damage caused to the Collocation Space by YMax’s employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by YMax at its sole expense. If YMax decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and YMax’s physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill YMax the Administrative Only Application Fee associated with the type of removal activity performed by YMax, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to YMax.

- 5.16 Alterations. Under no condition shall YMax or any person acting on behalf of YMax make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as “Alterations”, without the express written consent of BellSouth, which shall not be unreasonably withheld.

The cost of any such Alteration shall be paid by YMax. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below, which will be billed by BellSouth on the date that BellSouth provides YMax with an Application Response.

5.17 Central Office Janitorial Service. YMax shall be responsible for the general upkeep of its Collocation Space. YMax shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.

5.18 Upkeep of Remote Collocation Space. YMax shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. YMax shall be responsible for removing any of YMax's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

## **6 Ordering and Preparation of Collocation Space**

6.1 Initial Application. For YMax's or YMax's Guest's(s') initial equipment placement, YMax shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by YMax for Central Office or Remote Site Collocation, as applicable, and will be billed by BellSouth on the date BellSouth provides YMax with an Application Response.

6.1.1 For Remote Site Collocation, a request for additional space at a later date will require the submission of an Initial Application. The installation of additional shelves/equipment within an existing bay does not require an Initial Application.

6.2 Subsequent Application. In the event YMax or YMax's Guest(s) desires to modify its use of the Collocation Space in a Central Office after a BFFO, YMax shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 above (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by YMax in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC

requirements, changes to power plant requirements, equipment additions, etc.

- 6.2.1 Subsequent Application Fees. The application fee paid by YMax for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when YMax submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Central Office.
- 6.3 Space Preferences. If YMax has previously requested and received a Space Availability Report for the BellSouth Premises, YMax may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate YMax's space preference(s), YMax may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides YMax with an Application Response.
- 6.4 Space Availability Notification
- 6.4.1 For all states, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. If the amount of space requested is not available, BellSouth will notify YMax of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by YMax or space that is configured differently, no application fee will apply. If YMax decides to accept the available space, YMax must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When YMax resubmits its application to accept the available space, BellSouth will bill YMax the appropriate application fee.
- 6.5 Denial of Application. If BellSouth notifies YMax that no space is available (Denial of Application), BellSouth will not assess an application fee to YMax. After notifying YMax that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow YMax, upon request, to tour the entire

BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.

- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit YMax to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List
- 6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.2 When physical Collocation Space becomes available, YMax must submit an updated, complete and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If YMax has originally requested caged Collocation Space and cageless Collocation Space becomes available, YMax may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that YMax wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.7.3 YMax may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If YMax does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove YMax from the waiting list. Upon request, BellSouth will advise YMax as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Web site, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to

accommodate physical Collocation. BellSouth will also post a document on its Interconnection Web site that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.

6.9 Application Response

6.9.1 In Alabama, Kentucky and Mississippi when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable YMax to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application after BellSouth has provided the Application Response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of YMax or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge YMax the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2 above.

6.11 Bona Fide Firm Order

6.11.1 YMax shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to YMax's Bona Fide application or YMax's application will expire.

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

**7 Construction and Provisioning**

7.1 Construction and Provisioning Intervals

7.1.1 In Alabama, Kentucky and Mississippi, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a

maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

7.1.2 Records Only Change. When YMax adds equipment, that was originally included on YMax's Initial Application or a Subsequent Application, and the installation of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.

7.1.3 For Central Offices in the states of Alabama, Kentucky and Mississippi BellSouth will provide the reduced intervals outlined below to YMax, when YMax requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 below as an "Augment". Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by YMax. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to YMax.

7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48 Volt (-48V) DC Power

7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:

- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

- Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- Installation of Cable Racking or Other Support Structure, as Required, to Support CCXCs (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. All requests for additional Physical Collocation Space (caged or cageless) are included in this category.

7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If YMax submits an Augment that includes two (2) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2 or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.1.4.7 If YMax submits an Augment that includes three (3) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three (3) items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three (3) items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).

7.1.4.8 If YMax submits an Augment that includes one (1) Augment item from two (2)

separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by YMax and BellSouth. If YMax and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.1.4.4 and Section 7.1.4.5 above, would apply based on whether the Augment is for YMax's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If YMax requests multiple items from different Augment categories, BellSouth will bill YMax the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to YMax at the time BellSouth provides YMax with the Application Response. YMax will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and YMax will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Central Office Circuit Facility Assignments
- 7.4.1 Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to YMax prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which YMax has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to YMax prior to the Provisioning Interval for those BellSouth Premises in which YMax has physical Collocation Space with a POT bay provided by YMax or virtual Collocation Space, until



YMax has provided BellSouth with the following information:

- 7.4.1.1 For physical Central Office Collocation Space with a YMax-provided POT bay, YMax shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or
- 7.4.1.2 For virtual Central Office Collocation Space, YMax shall provide BellSouth with a complete layout of YMax's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by YMax's BellSouth Certified Supplier.
- 7.4.2 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from YMax. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.
- 7.4.3 BellSouth will bill YMax a nonrecurring charge, as set forth in Exhibit B, each time YMax requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to YMax.
- 7.5 Use of BellSouth Certified Supplier. YMax shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. YMax, if a BellSouth Certified Supplier or YMax's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, YMax must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide YMax with a list of BellSouth Certified Suppliers, upon request. YMax, if a BellSouth Certified Supplier, or YMax's BellSouth Certified Supplier(s) shall be responsible for installing YMax's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and YMax upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by YMax, the BellSouth Certified Supplier shall bill YMax directly for all work performed for YMax pursuant to this Attachment. BellSouth shall have no liability for nor responsibility to pay, such charges imposed by YMax's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to YMax or any supplier proposed by YMax and will not unreasonably withhold certification. All work performed by or for YMax shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the

BellSouth Premises for the protection of BellSouth equipment and facilities. YMax shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service YMax's Collocation Space. Upon request, BellSouth will provide YMax with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by YMax. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Central Office due to technical reasons or space limitations and physical Collocation Space has subsequently become available, YMax may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Central Office requested by YMax, such information will be provided to YMax in BellSouth's written denial of physical Collocation Space. YMax must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.

7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.

7.8 Virtual to Physical Conversion (In-Place)

7.8.1 Virtual collocation arrangements in Central Offices may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; (2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and (3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill YMax an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to YMax.

7.8.2 In Alabama BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets

all of the criteria specified in Section 7.8.1 above.

- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, YMax cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed.
- Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

## **8 Rates and Charges**

- 8.1 Rates. YMax agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.1.1 Should YMax elect to transition to the TRA Option after the execution of this Agreement, YMax shall notify BellSouth in writing sixty (60) days prior to the implementation of this election.
- 8.2 Application Fees. BellSouth shall assess any nonrecurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to YMax or on YMax's next scheduled monthly billing statement.
- 8.3 Recurring Charges
- 8.3.1 If YMax has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event YMax fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If YMax occupies the space prior to the Space Ready Date, the date YMax occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in YMax's next billing cycle and will include any prorated charges for the period from YMax's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.
- 8.3.2 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by YMax on YMax's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.3 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any YMax collocation arrangement, to verify that the total number of fused amps of power capacity installed by YMax's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by

YMax on YMax's Initial Application and all Subsequent Applications. If BellSouth determines that YMax's BellSouth Certified Supplier has installed more DC capacity than YMax requested on its Initial Application and all Subsequent Applications, BellSouth shall notify YMax in writing of such discrepancy and shall assess YMax for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise YMax's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.

8.4 Nonrecurring Charges. Unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to YMax or on YMax's next scheduled monthly billing statement, if YMax's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of YMax's BFFO or on YMax's next scheduled monthly billing statement.

8.5 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states YMax shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of YMax's BFFO. Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to YMax's Collocation Space for the operation of YMax's equipment. For caged physical Collocation Space, YMax shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, YMax shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event YMax's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, YMax shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.6      Remote Site Bay Space. In a Remote Site, the bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power YMax's equipment. YMax shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.
- 8.7      Power
- 8.8.1      In a Central Office BellSouth shall make available -48V DC power for YMax's Collocation Space at a BellSouth BDFB. When obtaining DC power from a BellSouth BDFB, YMax's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by YMax's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by YMax on YMax's Initial Application and any Subsequent Applications. YMax is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in YMax's Collocation Space. The BellSouth Certified Supplier contracted by YMax must provide BellSouth with a copy of the engineering power specifications prior to the day on which YMax's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and YMax's Collocation Space. YMax shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable YMax's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within YMax's Collocation Space, power cable feeds and terminations of the power cabling. YMax and YMax's BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.
- 8.8.1.1      At a Remote Site, BellSouth shall make available -48V DC power for YMax's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.7 above. If the power requirements for YMax's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
- 8.8.2      BellSouth will revise YMax's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when YMax submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If YMax's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, YMax's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR 73503, Telcordia and ANSI

Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. YMax's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.

- 8.8.3 BellSouth will revise YMax's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from YMax, certifying the completion of the power reduction work, including the removal of any associated power cabling by YMax's BellSouth Certified Supplier. Notwithstanding the foregoing, if YMax's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by YMax's BellSouth Certified Supplier and YMax shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.8.4 If YMax requests an increase or a reduction in the amount of power that BellSouth is currently providing in a Central Office, YMax must submit a Subsequent Application. In all states if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Central Offices in Alabama if YMax has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, YMax must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, YMax will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.
- 8.8.5 If YMax elects to install its own DC Power Plant, BellSouth shall provide AC power to feed YMax's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by YMax's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. YMax's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At YMax's option, YMax may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.8.6 YMax shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within YMax's arrangement and terminations of cable within the Collocation Space.

8.8.7 Fused Amp Billing. In all states, except as otherwise set forth in this Agreement, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:

For power provisioned from a BDFB. The number of fused amps requested by YMax on its collocation application for power that is being provisioned from a BellSouth BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B. A minimum of ten (10) fused amps is required.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

8.8.9.1 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of YMax's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by YMax's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by YMax for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust YMax's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.

8.8.9.2 BellSouth shall assess YMax a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. YMax shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by YMax. The requested change in DC power usage will be reflected in YMax's next scheduled monthly billing cycle.

8.8.10 In Alabama YMax has the option to purchase power directly from an electric utility company. Under such option, YMax is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by YMax. YMax's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If YMax currently has power supplied by

BellSouth, YMax may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by YMax in provisioning said power will be billed by BellSouth on an ICB basis.

- 8.9 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of YMax's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.10 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to YMax in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of YMax's BFFO, in all BellSouth states. Security Escort. After YMax has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to YMax's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when YMax's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and YMax shall pay for such half-hour charges in the event YMax's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.11 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

## **9 Insurance**

- 9.1 YMax shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 YMax shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.



- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of YMax's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 YMax may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to YMax, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by YMax shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of YMax's property has been removed from BellSouth's Premises, whichever period is longer. If YMax fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from YMax.
- 9.5 YMax shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. YMax shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from YMax's insurance company. YMax shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn: Rick Management Office – Finance  
17F54 BellSouth Center  
675 W. Peachtree Street  
Atlanta, GA 30375
- 9.6 YMax must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self Insurance. If YMax's net worth exceeds five hundred million dollars (\$500,000,000), YMax may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. YMax shall provide audited financial statements to BellSouth thirty (30) days prior to the

commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to YMax in the event that self-insurance status is not granted to YMax. If BellSouth approves YMax for self-insurance, YMax shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of YMax's corporate officers. The ability to self-insure shall continue so long as YMax meets all of the requirements of this Section. If YMax subsequently no longer satisfies the requirements of this Section, YMax is required to purchase insurance as indicated by Section 9.2 above.

9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to YMax to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## **10 Mechanics Lien**

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

## **11 Inspections**

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

## **12 Security and Safety Requirements**

12.1 Unless otherwise specified, YMax will be required, at its own expense, to conduct a statewide investigation of criminal history records for each YMax employee

hired in the past five (5) years being considered for work on a BellSouth Premises, for the states/counties where the YMax employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. YMax shall not be required to perform this investigation if an affiliated company of YMax has performed an investigation of the YMax employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if YMax has performed a pre-employment statewide investigation of criminal history records of the YMax employee for the states/counties where the YMax employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 YMax will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Interconnection Web site, [www.interconnection.bellsouth.com/guides](http://www.interconnection.bellsouth.com/guides).
- 12.3 YMax shall provide its employees and agents with picture identification, which must be worn and visible at all times while in YMax's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and YMax's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of YMax not possessing identification issued by YMax or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. YMax shall hold BellSouth harmless for any damages resulting from such removal of YMax's personnel from a BellSouth Premises. YMax shall be solely responsible for ensuring that any Guest(s) of YMax is in compliance with all subsections of this Section.
- 12.4 YMax shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. YMax shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of YMax's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event YMax chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, YMax may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
  - 12.4.1 YMax shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
  - 12.4.2 YMax shall not knowingly assign to the BellSouth Premises any individual who

was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.5 For each YMax employee or agent hired by YMax within the last five (5) years, who requires access to a BellSouth Premises to perform work in YMax Collocation Space(s), YMax shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, YMax will disclose the nature of the convictions to BellSouth at that time. In the alternative, YMax may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other YMax employees requiring access to a BellSouth Premises pursuant to this Attachment, YMax shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, YMax shall promptly remove from the BellSouth Premises any employee of YMax that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of YMax is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview YMax's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to YMax's Security representative of such interview. YMax and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving YMax's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill YMax for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that YMax's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill YMax for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of YMax's employees, agents, suppliers, or Guests and where YMax agrees, in good faith, with the results of such investigation. YMax shall notify BellSouth in writing

immediately in the event that YMax discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. YMax shall hold BellSouth harmless for any damages resulting from such removal of YMax's personnel from a BellSouth Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

### **13 Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for YMax's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for YMax's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to YMax, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. YMax may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If YMax's acceleration of the project increases the cost of the project, then those additional charges will be incurred at YMax's expense. Where allowed and where practical, YMax may

erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, YMax shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for YMax's permitted use, until such Collocation Space is fully repaired and restored and YMax's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where YMax has placed an Adjacent Arrangement pursuant to Section 3.4 above, YMax shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14 Eminent Domain**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with a proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and YMax shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

**15 Nonexclusivity**

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

## ENVIRONMENTAL AND SAFETY PRINCIPLES

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

### 1. General Principles

- 1.1 Compliance with Applicable Law. BellSouth and YMax agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and Occupational Safety and Healthy Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and YMax shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. YMax should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for YMax to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. YMax will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 below lists the Environmental categories where BellSouth practices should be followed by YMax when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the YMax space with proper notification. BellSouth reserves the right to stop any YMax work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by YMax are owned by and considered the property of YMax. YMax will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without

prior written BellSouth approval, no substantial new safety or environmental hazards can be created by YMax or different hazardous materials used by YMax at a BellSouth Premises. YMax must demonstrate adequate emergency response capabilities for the materials used by YMax or remaining at a BellSouth Premises.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by YMax to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and YMax will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and YMax will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, YMax must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and YMax shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

## **2. Categories for Consideration of Environmental Issues**

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, YMax agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. YMax further agrees to cooperate with BellSouth to ensure that YMax's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by YMax, its employees, agents, suppliers, and/or Guests.

2.2 The most current version of the reference documentation must be requested from YMax's BellSouth Regional Contract Manager (RCM).



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

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

### 3. Definitions

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

Hazardous Chemical. As defined in the U.S. OSHA hazard communications standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

**4.**

**Acronyms**

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

BST – BellSouth Telecommunications

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

DEC/LDEC – Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

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

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions