

BellSouth Telecommunications, Inc.

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November 13, 2001

Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

0110567-TP

Re: Approval of the negotiated Interconnection, Unbundling, Resale, and Collocation agreement between BellSouth Telecommunications, Inc. ("BellSouth") and VarTec Telecom, Inc. (filing on behalf of their Florida affiliate VarTec Telecom, Inc. d/b/a VarTec Telecom, Inc. and Clear Choice Communications) pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and VarTec Telecom, Inc. (filing on behalf of their Florida affiliate VarTec Telecom, Inc. d/b/a VarTec Telecom, Inc. and Clear Choice Communications) are submitting to the Florida Public Service Commission their negotiated Interconnection, Unbundling, Resale, and Collocation agreement for the interconnection, resale and collocation of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to VarTec Telecom, Inc. (filing on behalf of their Florida affiliate VarTec Telecom, Inc. d/b/a VarTec Telecom, Inc. and Clear Choice Communications). The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated Interconnection, Unbundling, Resale, and Collocation agreement between BellSouth and VarTec Telecom, Inc. (filing on behalf of their Florida affiliate VarTec Telecom, Inc. d/b/a VarTec Telecom, Inc. and Clear Choice Communications) within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement, and as such this agreement will be deemed effective by operation of law on February 13, 2002.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (KA)

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

By and Between

BellSouth Telecommunications, Inc.

And

VarTec Telecom, Inc.

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and VarTec Telecom, Inc. a Texas corporation, on behalf of its operating affiliates identified in Part C hereof collectively, (“VarTec”) and shall be deemed effective as of July 24, 2001 (“Effective Date”). This Agreement may refer to either BellSouth or VarTec or both as a “Party” or “Parties.”

WITNESSETH

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

WHEREAS, VarTec is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

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

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

Definitions

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

1. CLEC Certification

1.1 The certificate numbers for VarTec for each state within the BellSouth region are as follows:

Alabama _____
Florida _____
Georgia _____
Kentucky _____
Louisiana _____
Mississippi _____
North Carolina _____
South Carolina _____
Tennessee _____

1.2 VarTec will notify BellSouth when it becomes certified to operate in any other state in the BellSouth region. Upon notification, BellSouth will file this Agreement with the appropriate commission for approval.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent

Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, shall be effective as of the date of execution of this agreement.
- 2.3.1 Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to VarTec pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.
- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) VarTec either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

3. Operational Support Systems

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

4. Parity

- 4.1 When VarTec purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the

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

5. White Pages Listings

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

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

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

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

5.3.1 Notwithstanding any provision(s) to the contrary, VarTec shall provide to BellSouth, and BellSouth shall accept, VarTec's Subscriber Listing Information (SLI) relating to VarTec's customers in the geographic area(s) covered by this Interconnection Agreement. VarTec authorizes BellSouth to release all such VarTec SLI provided to BellSouth by VarTec to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such VarTec SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to VarTec for BellSouth's receipt of VarTec SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of VarTec's SLI, or costs on an ongoing basis to administer the release of VarTec SLI, VarTec shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by VarTec under this Agreement. VarTec shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate VarTec listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to VarTec any complaints received by BellSouth relating to the accuracy or quality of VarTec listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. VarTec will be required to provide to BellSouth the names, addresses and telephone numbers of all VarTec customers that wish to be omitted from directories.
- 5.5 Inclusion of VarTec Customers in Directory Assistance Database. BellSouth will include and maintain VarTec subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and VarTec shall provide such Directory Assistance listings at no recurring charge. BellSouth and VarTec will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord VarTec's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to VarTec's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.
- 5.7 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Directories. BellSouth or its agent shall make available White Pages directories to VarTec subscribers at no charge or as specified in a separate BAPCO agreement.
6. **Bona Fide Request/New Business Request Process for Further Unbundling**
- 6.1 BellSouth shall, upon request of VarTec, provide to VarTec access to its network elements at any technically feasible point for the provision of VarTec's telecommunications service where such access is necessary and failure to provide

access would impair the ability of VarTec to provide services that it seeks to offer. Any request by VarTec for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process as described in Attachment 12 to this Agreement.

- 6.2 VarTec shall submit any BFR/NBR in writing to VarTec's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR/NBR also shall include VarTec's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for VarTec, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to VarTec end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for VarTec end users for the same length of time it maintains such information for its own end users.

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

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

8. Liability and Indemnification

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

- 8.2 **Liability for Acts or Omissions of Third Parties.** BellSouth shall not be liable to VarTec for any act or omission of another telecommunications company providing services to VarTec.
- 8.3 **Limitation of Liability**
- 8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 8.3.2 **Limitations in Tariffs.** A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 8.3.3 Neither BellSouth nor VarTec shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the

liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

8.4 **Indemnification for Certain Claims.** The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

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

9. **Intellectual Property Rights and Indemnification**

9.1 **No License.** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. VarTec is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, VarTec may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

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

(including software), to receive any service, or to perform its respective obligations under this Agreement.

- 9.3 **Indemnification.** The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 **Claim of Infringement.** In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
10. **Proprietary and Confidential Information**
- 10.1 **Proprietary and Confidential Information.** It may be necessary for BellSouth and VarTec, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing

and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 10.2 **Use and Protection of Information.** Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 10.3 **Exceptions.** Recipient will not have an obligation to protect any portion of the Information which:
- 10.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 10.7 **Survival of Confidentiality Obligations.** The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information

exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10.8 Assignments

10.9 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of VarTec, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

11.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. **Taxes**

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

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

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

- 12.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

13. Force Majeure

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

14. Adoption of Agreements

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

15. Modification of Agreement

VarTec changes its name or makes changes to its company structure or identity to a merger, acquisition, transfer or any other reason, it is the responsibility of VarTec to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

Any modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of VarTec or BellSouth to perform any material terms of this Agreement, VarTec or BellSouth, on thirty (30) days' written notice require that such terms be renegotiated, the Parties shall renegotiate in good faith such mutually acceptable new terms may be required. In the event that such new terms are not renegotiated within thirty (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall be amended or modified after the expiration date hereof as set forth in Section 10.06.

10.07 -waiver of Legal Rights

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

10.08 Severability

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

10.09 Waivers

Failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the

right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

19. Governing Law

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

20. Arm's Length Negotiations

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

21. Notices

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

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

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

VarTec Telecom, Inc.
Connie F. Mitchell
Chief Administrative Officer
1600 Viceroy Drive
Dallas, TX 75235
Ph: 214-424-1000

Travis Gault
1600 Viceroy Drive
Dallas, TX 75235
214-424-1175

Michael G. Hofman
Chief Legal Officer
1600 Viceroy Drive
Dallas, TX 75235
Ph. 214-424-1000

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

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

21.3 Notwithstanding the foregoing, BellSouth may provide VarTec notice via Internet posting of price changes, changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

22. Rule of Construction

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

23. Headings of No Force or Effect

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

24. Multiple Counterparts

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

25. Implementation of Agreement

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

26. Filing of Agreement

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

26.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by VarTec prior to filing of the Agreement. The CLEC Louisiana Certification Number for VarTec is as indicated in Section 1.1.

27. Compliance with Applicable Law

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

28. Necessary Approvals

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

29. Good Faith Performance

- 29.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 30. Nonexclusive Dealings**
- 30.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to VarTec as a requesting carrier under the Act).
- 31. Rate True-Up**
- 31.1 This section applies to Local Interconnection and/or Unbundled Network Elements and Other Services rates that are interim or expressly subject to true-up under this Agreement.
- 31.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 31.3 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 11 of the General Terms and Conditions and Attachment 1 of this Agreement.
- 31.4 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 11 of the General Terms and Conditions and Attachment 1 of this Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

31.5 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and CLEC-1 specifically or upon all carriers generally, such as a generic cost proceeding.

32. Survival

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

33. Establishment of Service

If BellSouth is informed that an unauthorized change in local service to VarTec has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess VarTec as the CLEC initiating the alleged unauthorized change, the appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the relevant governmental agency will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and VarTec.

34. Entire Agreement

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

34.2 **This Agreement may include attachments with provisions for the following services:**

- Network Elements and Other Services
- Local Interconnection
- Resale
- Collocation

34.3 **The following services are included as options for purchase by VarTec. VarTec may elect to purchase said services by written request to its Account Manager if applicable:**

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

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

BellSouth Telecommunications, Inc.

VarTec Telecom, Inc.

By: Signature on File

By: Signature on file

Name: Greg Follensbee

Name: Connie F. Mitchell

Title: Senior Director

Title: Chief Administration Officer

Date: 10/5/2001

Date: 10/10/2001

Part C

1. Alabama - VarTec Telecom, Inc.
2. Florida – VarTec Telecom, Inc. d/b/a VarTec Telecom, Inc. and Clear Choice Communications
3. Georgia – VarTec Telecom, Inc.
4. Kentucky – VarTec Telecom, Inc.
5. Louisiana – VarTec Telecom, Inc.
6. Mississippi – VarTec Telecom, Inc.
7. North Carolina – VarTec Telecom, Inc.
8. South Carolina – VarTec Telecom, Inc.
9. Tennessee – VarTec Telecom, Inc.

Attachment 1

Resale

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RESALE

1. Discount Rates

The discount rates applied to VarTec purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

2.1 **COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

2.2 **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.3 **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.4 **END USER** means the ultimate user of the Telecommunications Service.

2.5 **END USER CUSTOMER LOCATION** means the physical location of the premises where an End User makes use of the telecommunications services.

2.6 **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.7 **RESALE** means an activity wherein a certificated CLEC, such as VarTec, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to VarTec for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customer who are not telecommunications carriers. Such services shall be available at

BellSouth's tariffed rates less the discount set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement.

- 3.2 VarTec may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 VarTec must resell services to other End Users.
 - 3.2.2 VarTec must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
 - 3.2.3 VarTec cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 VarTec will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from VarTec for said services.
- 3.4 VarTec will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of VarTec. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of VarTec. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
 - 3.5.1 When a subscriber of VarTec or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.
 - 3.5.2 BellSouth and VarTec will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or VarTec to the other Party until such time that the order for service has been completed.

- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 For the purpose of the resale of BellSouth's telecommunications services by VarTec, BellSouth will provide VarTec with on line access to telephone numbers for reservation on a first come first served basis. Until December 1, 2000, such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. After December 1, 2000, BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. VarTec acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that VarTec cancel its reservations of numbers. VarTec shall comply with such request.
- 3.8 Further, upon VarTec's request, and for the purpose of the resale of BellSouth's telecommunications services by VarTec, BellSouth will reserve up to 100 telephone numbers per CLLIC, for VarTec's sole use. Until December 1, 2000, such telephone number reservations shall be valid for ninety (90) days from the reservation date. After December 1, 2000, BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. VarTec acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of VarTec's reasonable need in that particular CLLIC.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to VarTec's End Users, pursuant to Section 7 of the General Terms and Conditions.

- 3.13 If VarTec or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, VarTec has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to VarTec remain the property of BellSouth.
- 3.15 White page directory listings for VarTec End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, VarTec shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth VarTec shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that VarTec and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.17 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWT"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

- 3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for VarTec per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.21 In the event VarTec acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to VarTec that Special Assembly at the wholesale discount at VarTec's option. VarTec shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.22 BellSouth shall provide 911/E911 for VarTec customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate VarTec customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the VarTec customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.23 BellSouth shall bill, and VarTec shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to VarTec, and VarTec shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 3.25 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to VarTec that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:

<http://www.interconnection.bellsouth.com>

4. BellSouth's Provision of Services to VarTec

4.1 Resale of BellSouth services shall be as follows:

- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by VarTec to establish authenticity of use. Such audit shall not occur more than once in a calendar year. VarTec shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by VarTec for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit B hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 VarTec may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 5. Maintenance of Services**
- 5.1 VarTec will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.
- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 VarTec or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.4 VarTec accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 VarTec will contact the appropriate repair centers in accordance with procedures established by BellSouth.

- 5.6 For all repair requests, VarTec shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.7 BellSouth will bill VarTec for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.8 BellSouth reserves the right to contact VarTec's End Users, if deemed necessary, for maintenance purposes.
- 6. Establishment of Service**
- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, VarTec will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for VarTec's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.6 below, BellSouth will begin taking orders for the resale of service.
- 6.1.2 Service orders will be in a standard format designated by BellSouth.
- 6.1.3 VarTec shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that VarTec will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for VarTec's End User customer. VarTec must, however, be able to demonstrate End User authorization upon request.
- 6.1.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from VarTec to BellSouth or will accept a request from another CLEC for conversion of the End User's service from VarTec to such other CLEC. Upon completion of the conversion BellSouth will notify VarTec that such conversion has been completed.
- 6.2 **Deposit Policy.** When purchasing services from BellSouth, VarTec will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit.
- 6.2.1 Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in sole discretion, some other form of security.

- 6.2.2 Such security deposit shall be required prior to the inauguration of service.
- 6.2.3 Security deposits collected under this Section shall not exceed two months' estimated billing.
- 6.2.4 The fact that a security deposit has been made in no way relieves VarTec from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release VarTec from its obligation to make complete and timely payments of its bills.
- 6.2.5 If in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCCI) security interest in VarTec's "accounts receivables and proceeds.""
- 6.2.6 In the event VarTec fails to remit to BellSouth any deposit requested pursuant to this Section, service to VarTec may be terminated in accordance with the terms of Section 8.2 of this Attachment, and any security deposits will be applied to VarTec's account(s).
- 6.2.7 In the event service to VarTec is terminated due to VarTec's default on its account, any security deposits held will be applied to VarTec's account.
- 6.2.8 Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for VarTec. VarTec is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill VarTec on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of VarTec. VarTec shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by VarTec from VarTec's End User. BellSouth will not

become involved in billing disputes that may arise between VarTec and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.

- 7.4 BellSouth will render bills each month on established bill days for each of VarTec's accounts.
- 7.5 BellSouth will bill VarTec in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill VarTec, and VarTec will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in section 7.8 following, shall apply.
- 7.6.2 If VarTec requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to VarTec.
- 7.6.3 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders, from <customer_name> and to disconnection of services for nonpayment of charges, shall be forwarded to the individual an/or address provided by VarTec in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by VarTec as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notices from VarTec to BellSouth's billing organization, a final notice of disconnection of services purchaed by VarTec under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

7.6.4 Billing Disputes

- 7.6.4.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 7.6.4.2 For purposes of this Section 7.6.3, a billing dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 7.6.4.3 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from VarTec, the total amount billed to VarTec will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. VarTec will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to VarTec's End User.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be

applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. VarTec will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.
- 7.10 BellSouth will not perform billing and collection services for VarTec as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 In general, BellSouth will not become involved in disputes between VarTec and VarTec's End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, VarTec shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with VarTec to resolve the matter in as timely a manner as possible. VarTec may be required to submit documentation to substantiate the claim.
- 8. Discontinuance of Service**
- 8.1 The procedures for discontinuing service to an End User are as follows:
- 8.1.1 BellSouth will deny service to VarTec's End User on behalf of, and at the request of, VarTec. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of VarTec.
- 8.1.2 At the request of VarTec, BellSouth will disconnect a VarTec End User customer.
- 8.1.3 All requests by VarTec for denial or disconnection of an End User for nonpayment must be in writing.
- 8.1.4 VarTec will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise VarTec when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by VarTec and/or the End User against any claim, loss or damage arising from providing this information to VarTec. It is the responsibility of VarTec to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service

from an End User or an End User's CLEC at the same address served by the denied facility.

- 8.2 The procedures for discontinuing service to VarTec are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by VarTec of the rules and regulations of BellSouth's Tariffs.
- 8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 7.6.3, is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to VarTec, that additional applications for service such as access to the operational support systems for pre-ordering, ordering and provisioning of services will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by VarTec to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to VarTec, if payment is not received by the thirtieth day following the date of the notice.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and VarTec's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to VarTec without further notice.
- 8.2.5 Upon discontinuance of service on a VarTec's account, service to VarTec's End Users will be denied. BellSouth will also reestablish service at the request of the End User or VarTec upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. VarTec is solely responsible for notifying the End User of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.
9. **Line Information Database (LIDB)**
- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

9.2 BellSouth will provide LIDB Storage upon written request to VarTec's Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit F of this Attachment.

11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit F of this Attachment.

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by VarTec for the purposes of resale to VarTec End Users shall be available at the following discount off of the retail rate. If VarTec cancels an order for telecommunications services for the purpose of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the GSST and the PLST.

DISCOUNT*

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- * When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- ** In Tennessee, if VarTec provides its own operator services and directory services, the discount shall be 21.56%. VarTec must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- *** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which VarTec may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMEK	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

VarTec will incur an OSS charge for an accepted LSR that is later canceled by VarTec.

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

Threshold Billing Plan

VarTec will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs for the following quarter will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

Exclusions and Limitations On Services Available for Resale (Note 5)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount																
1 Grandfathered Services (Note 1)	Yes	Yes																
2 Promotions - > 90 Days (Note 2)	Yes	Yes																
3 Promotions - ≤ 90 Days (Note 2)	Yes	No																
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes								
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	No
7 MemoryCall® Service	Yes	No																
8 Mobile Services	Yes	No																
9 Federal Subscriber Line Charges	Yes	No																
10 Non-RecurCharges	Yes	Yes																
11 End User Line Chg-Number Portability	Yes	No																
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	No	Yes	No												
13 Inside Wire Maint Service Plan	Yes	No																
Applicable Notes:																		
1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.																		
2. Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly																		
3. In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:																		
(a) the stated tariff rate, less the wholesale discount;																		
(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)																		
4. Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.																		
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																		

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**LINE INFORMATION DATA BASE (LIDB)
RESALE STORAGE AGREEMENT**

I. Definitions (from Addendum)

- A. **Billing number** - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. **Line number** - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. **Special billing number** - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. **Calling Card number** - a billing number plus PIN number assigned by BellSouth.
- E. **PIN number** - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. **Toll billing exception indicator** - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by VarTec.
- G. **Billed Number Screening** - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. **Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. **Billing number information** - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by VarTec.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of VarTec and pursuant to which BellSouth, its LIDB customers and VarTec shall have access to such information. In addition, this Agreement sets forth the terms and conditions for VarTec's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. VarTec understands that BellSouth provides access to information

in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of VarTec, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to VarTec's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening
 - a. BellSouth is authorized to use the billing number information to determine whether VarTec has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation
 - a. BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. Fraud Control
 - a. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify VarTec of fraud alerts so that VarTec may take action it deems appropriate.

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by VarTec pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to VarTec for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection

customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate VarTec's data from BellSouth's data, the following shall apply:

- (1) VarTec will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for VarTec's End User accounts which are resident in LIDB pursuant to this Agreement. VarTec authorizes BellSouth to place such charges on VarTec's bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
- (3) VarTec shall have the responsibility to render a billing statement to its End Users for these charges, but VarTec shall pay BellSouth for the charges billed regardless of whether VarTec collects from VarTec's End Users.
- (4) BellSouth shall have no obligation to become involved in any disputes between VarTec and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to VarTec. It shall be the responsibility of VarTec and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. VarTec will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of VarTec. BellSouth will not issue line-based calling cards in the name of VarTec's individual End Users. In the event that VarTec wants to include calling card numbers assigned by VarTec in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

- A. VarTec will not be charged a fee for storage services provided by BellSouth to VarTec, as described in Section I of this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by VarTec in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from VarTec, BellSouth will provide the Optional Daily Usage File (ODUF) service to VarTec pursuant to the terms and conditions set forth in this section.
2. VarTec shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a VarTec customer.

Charges for delivery of the Optional Daily Usage File will appear on VarTec's monthly bills. The charges are as set forth in Exhibit F to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in VarTec's billing system will be the responsibility of VarTec. If, however, VarTec should encounter significant volumes of errored messages that prevent processing by VarTec within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 **Usage To Be Transmitted**

6.1.1 The following messages recorded by BellSouth will be transmitted to VarTec:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll

- WATS and 800 Service
- N11

- Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (UNE only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollets (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollets will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollets will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to VarTec.
- 6.1.4 In the event that VarTec detects a duplicate on Optional Daily Usage File they receive from BellSouth, VarTec will drop the duplicate message (VarTec will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to VarTec via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and VarTec for the purpose of data transmission. Where a dedicated line is required, VarTec will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. VarTec will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to VarTec. Additionally, all message toll charges associated with the use of the dial circuit by VarTec will be the responsibility of VarTec. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on VarTec end for the purpose of data transmission will be the responsibility of VarTec.

6.3 Packing

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to VarTec which BellSouth RAO is sending the message. BellSouth and VarTec will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by VarTec and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 VarTec will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. VarTec will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to VarTec by BellSouth.

6.5 Control Data

VarTec will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate VarTec received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by VarTec for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from VarTec, BellSouth shall send test files to VarTec for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that VarTec set up a production (LIVE) file. The live test may consist of VarTec's employees making test calls for the types of services VarTec requests on the Optional Daily Usage File. These test calls are logged by VarTec, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

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

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

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

Version 2Q01: 06/15/01

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to VarTec.
- 7.1.3 In the event that VarTec detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, VarTec will drop the duplicate message (VarTec will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to VarTec over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among VarTec's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and VarTec for the purpose of data transmission. Where a dedicated line is required, VarTec will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. VarTec will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to VarTec. Additionally, all message toll charges associated with the use of the dial circuit by VarTec will be the responsibility of VarTec. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on VarTec's end for the purpose of data transmission will be the responsibility of VarTec.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to VarTec which BellSouth RAO is sending the message. BellSouth and VarTec will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by VarTec and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH / VarTec RATES
 ODUF/EODUF
 Alabama

Attachment 1
 Exhibit A
 Rates - Page 1

CATEGORY	NOTES	RATE ELEMENT	Interio	Zone	BCS	USOC	RATES					OSS RATES							
							Retransmitting			Nonretransmitting		Svc Order Submitted (See per LRM)	Svc Order Submitted Monthly per LRM	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		
							Rec	Fwt	Adt'l	First	Adt'l							SOMEC	SOMAN
		ODUF/EODUF/CMD5/CNAM-Restate																	
		ENHANCED OPTION DAILY USAGE FILE (EODUF)																	
		EODUF: Message Processing, per message				N/A	\$0.004												
		OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message				N/A	\$0.0002												
		ODUF: Message Processing, per message				N/A	\$0.0033												
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$55.19												
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.00004												
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																		

BELLSOUTH / VarTec RATES
 ODUF/EODUF
 FLORIDA

CATEGORY	NOTES	RATE ELEMENT	Intra	Zone	BCS	USOC	RATES				OBS RATES												
							Nonrecuring			Nonrecuring		Svc Order Submitted Rate per LER	Svc Order Submitted Monthly per LER	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis-1st Trf	Incremental Charge - Manual Svc Order vs. Electronic-Dis-Add'l						
							Rec	Prst	Add'l	Prst	Add'l							SORREC	SORAN	SORAN	SORAN	SORAN	
ODUF/EODUF/CMD5/CNAM-Ressels																							
		ENHANCED OPTION DAILY USAGE FILE (EODUF)																					
		EODUF: Message Processing, per message				N/A	\$0.004																
		OPTIONAL DAILY USAGE FILE (ODUF)																					
		ODUF: Recording, per message				N/A	\$0.008																
		ODUF: Message Processing, per message				N/A	\$0.004																
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$54.95																
		ODUF: Data Transmission (CONNECT/DIRECT), per message				N/A	\$0.001																
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																						

BELLSOUTH / VarTee RATES
 ODUF/EODUF
 GEORGIA

Attachment 1
 Exhibit A
 Rates - Page 3

CATEGORY	NOTES	RATE ELEMENT	Interim	Zero	DCS	USOC	RATES					O&S RATES					
							Nonrecurring			Nonrecurring		Svc Order Submitted Elec per LSP	Svc Order Submitted Monthly per LSP	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-Add'l
							Res	First	Add'l	First	Add'l						
ODUF/EODUF/CMDR/CNAM-Ressle																	
		ENHANCED OPTION DAILY USAGE FILE (EODUF)															
		EODUF: Message Processing, per message				N/A	\$0.004										
		OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per message				N/A	\$0.0001275										
		ODUF: Message Processing, per message				N/A	\$0.0082548										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$28.86										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0000434										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

BELLSOUTH Net/Tec RATES
 OOUF/EODUF
 KENTUCKY

Attachment 1
 Exhibit A
 Rates - Page 4

CATEGORY	NOTES	RATE ELEMENT	Interio	Zone	BCS	UBOC	RATES					OSS RATES					
							Nonrecursing			Nonrecursing Disconnect		Svc Order Submitted Fee per LER	Svc Order Submitted Monthly per LER	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOBCC	SOBAM	SOBAN	SOBAN	SOBAN	SOBAN
OOUF/EODUF/CMDB/CNAM-Private																	
		ENHANCED OPTION DAILY USAGE FEE (EODUF)															
		EODUF: Message Processing, per message				N/A	\$0.004										
		OPTIONAL DAILY USAGE FEE (ODUF)															
		ODUF: Recording, per message				N/A	\$0.0008611										
		ODUF: Message Processing, per message				N/A	\$0.0032367										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$55.88										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0000365										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

BELLSOUTH / VerTec RATES
LOUISIANA

CATEGORY	NOTES	RATE ELEMENT	Interline	Zone	BCS	USOC	RATES					OSS RATES										
							Nonrecurring			Nonrecurring		Svc Order Submitted Elec per LBN	Svc Order Submitted Manually per LBN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
							Rec	First	Add'l	First	Add'l							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		ODUF/EODUF/CMDS/CHAN-Retale																				
		ENHANCED OPTION DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message				N/A	\$0.004															
		OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message				N/A	\$0.00019															
		ODUF: Message Processing, per message				N/A	\$0.0024															
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$47.30															
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.00003															
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				

BELLSOUTH / VarTee RATES
 ODUF/EODUF
 MISSISSIPPI

CATEGORY	NOTES	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES												
							Nonrecurring			Recurring		Svc Order Submitted Base per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Direct Tel	Incremental Charge - Manual Svc Order vs. Electronic-Direct	Incremental Charge - Manual Svc Order vs. Electronic-Direct	Incremental Charge - Manual Svc Order vs. Electronic-Direct						
							Fee	First	Adm	First	Adm							SOSEC	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/EODUF/CMDR/CHAN - Feeable																							
		ENHANCED OPTION DAILY USAGE FILE (EODUF)																					
		EODUF: Message Processing, per message				N/A	\$0.004																
		OPTIONAL DAILY USAGE FILE (ODUF)																					
		ODUF: Recording, per message				N/A	\$0.0001179																
		ODUF: Message Processing, per message				N/A	\$0.0032080																
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$54.62																
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0000354																
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																							

BELLSOUTH / VarTec RATES
 ODUF/EODUF
 NORTH CAROLINA

Attachment 1
 Exhibit A
 Rates - Page 7

CATEGORY	NOTES	RATE ELEMENT	Interco	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring			Nonrecurring		Svc Order Submitted Rate per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
							Rate	First	Add'l	First	Add'l						
ODUF/EODUF/CMDR/CNAM-Rates																	
		ENHANCED OPTION DAILY USAGE FILE (EODUF)															
		EODUF: Message Processing, per message				N/A	\$0.004										
		OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per message				N/A	\$0.0003										
		ODUF: Message Processing, per message				N/A	\$0.0032										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$54.61										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0004										
Notes:		If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

BELLSOUTH / VarTec RATES
 ODUF/EODUF
 SOUTH CAROLINA

Attachment 1
 Exhibit A
 Rates - Page 8

CATEGORY	NOTES	RATE ELEMENT	Interim	Zone	SCS	USOC	RATES				OSS RATES													
							Nonrecording		Recording		Svc Order Submitted Manually 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-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l								
							Rec	Post	Add'l	Post							Add'l	BOMSC	BORAN	BOMAN	BOMAN	BORAN	BORAN	
ODUF/EODUF/CMB/SCAM-Restate																								
		ENHANCED OPTION DAILY USAGE FILE (EODUF)																						
		EODUF: Message Processing, per message				N/A	\$0.004																	
		OPTIONAL DAILY USAGE FILE (ODUF)																						
		ODUF: Recording, per message				N/A	\$0.002882																	
		ODUF: Message Processing, per message				N/A	\$0.0032344																	
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$54.72																	
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0000357																	
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																								

BELLSOUTH / VerTec RATES
 ODUF/EODUF
 TENNESSEE

CATEGORY	NOTES	RATE ELEMENT	Market	Zone	SCS	USOC	RATES					OSS RATES							
							Receiving			Disconnect		Svc Order Submitted Rate per LSR	Svc Order Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-DIS 1st	Incremental Charge - Manual Svc Order vs. Electronic-DIS 1st	Incremental Charge - Manual Svc Order vs. Electronic-DIS 1st	Incremental Charge - Manual Svc Order vs. Electronic-DIS 1st		
							Rec	First	Adm	First	Adm							SOMEK	SOLAN
ODUF/EODUF/CMDR/CNAM-Reside																			
OPTIONAL DAILY USAGE FEE (ODUF)																			
		ODUF: Recording, per message				N/A	\$0.0000044												
		ODUF: Message Processing, per message				N/A	\$0.0027366												
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$52.75												
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0000339												
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																			

Attachment 2

Network Elements and Other Services

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LIDB Storage Agreement **Exhibit A**

Rates **Exhibit B**

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to VarTec in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to VarTec. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit C of this Agreement. Additionally, the provision of a particular Network Element or service may require VarTec to purchase other Network Elements or services.
- 1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment VarTec used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.3 BellSouth shall, upon request of VarTec, and to the extent technically feasible, provide to VarTec access to its Network Elements for the provision of VarTec's telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 VarTec may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner VarTec chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by VarTec to the designated VarTec collocation space.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 **Rates**
- 1.6.1 The prices that VarTec shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If VarTec purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 1.6.2 **Cancellation Charges.** If VarTec cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

- 1.6.3 **Expedite Charges.** For expedited requests by VarTec, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.
- 1.6.4 Order cancellation and expedite charges will apply in accordance with the terms and conditions specified in Attachment 6.
- 1.6.5 If VarTec modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by VarTec in accordance with FCC No. 1 Tariff, Section 5.
- 1.6.6 A one-month minimum billing period shall apply to all UNE conversions or new installations.
- 2. Unbundled Loops**
- 2.1 General**
- 2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.
- 2.1.2 The provisioning of a Loop to VarTec's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then VarTec can use the Special Construction process to request that BellSouth place facilities in order to meet VarTec's loop requirements. Standard Loop intervals shall not apply to the Special Construction process.
- 2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project

manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 2.1.5 The Loop shall be provided to VarTec in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.6 VarTec may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where VarTec has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and VarTec shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by VarTec using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.8 **Loop Testing/Trouble Reporting**
- 2.1.8.1 VarTec is responsible for testing and isolating troubles on the Loops. VarTec must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, VarTec will be required to provide the results of the VarTec test which indicate a problem on the BellSouth provided loop.
- 2.1.8.2 Once VarTec has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.
- 2.1.8.3 If VarTec reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge VarTec for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.9 VarTec may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.10 **Order Coordination and Order Coordination-Time Specific**

- 2.1.10.1 “Order Coordination” (OC) allows BellSouth and VarTec to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to VarTec’s facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth’s discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
- 2.1.10.2 “Order Coordination – Time Specific” (OC-TS) allows VarTec to order a specific time for OC to take place. BellSouth will make every effort to accommodate VarTec’s specific conversion time request. However, BellSouth reserves the right to negotiate with VarTec a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. VarTec may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If VarTec specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the E Access Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

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

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1

2.2.1.2 2-wire Analog Voice Grade Loop – SL2

2.2.1.3 4-wire Analog Voice Grade Loop

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and

configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that VarTec will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by VarTec. VarTec may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users.

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

2.3 **Unbundled Digital Loops**

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

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

- 2.3.2.6 4-wire Unbundled DS1 Digital Loop
- 2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2.8 DS3 Loop
- 2.3.2.9 STS-1 Loop
- 2.3.2.10 OC3 Loop
- 2.3.2.11 OC12 Loop
- 2.3.2.12 OC48 Loop
- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. VarTec will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
- 2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
- 2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

- 2.3.7 **4-Wire Unbundled Digital/DS0 Loop.** These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.8 **DS3 Loop.** DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 **STS-1 Loop.** STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 **OC3 Loop/OC12 Loop/OC48 Loop.** OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.
- 2.3.11 **DS3 and above services come with a test point and a DLR.** Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.
- 2.4 **Unbundled Copper Loops (UCL)**
- 2.4.1 **BellSouth shall make available Unbundled Copper Loops (UCLs).** The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.
- 2.4.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.
- 2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.
- 2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by VarTec.
- 2.4.2.5 These loops are not intended to support any particular services and may be utilized by the VarTec to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 2.4.2.6 BellSouth will make available the following UCL-Ds:
- 2.4.2.6.1 2-Wire UCL-D/short
 - 2.4.2.6.2 2-Wire UCL-D/long
 - 2.4.2.6.3 4-Wire UCL-D/short
 - 2.4.2.6.4 4-Wire UCL-D/long

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

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

voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.

- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, VarTec can request Loop Make Up for which additional charges would apply.
- 2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that VarTec may request further testing on the UCL-ND.
- 2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by VarTec to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 2.4.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.
- 2.4.3.6 VarTec may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.
- 2.5 **Unbundled Loop Modifications (Line Conditioning)**
- 2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.
- 2.5.2 BellSouth shall condition Loops, as requested by VarTec, whether or not BellSouth offers advanced services to the End User on that Loop.
- 2.5.3 In some instances, VarTec will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that VarTec can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. VarTec will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit C of this Attachment 2.

- 2.5.4 In those cases where VarTec has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.
- 2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 2.5.6 VarTec shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that VarTec desires BellSouth to condition.
- 2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**
- 2.6.1 Where VarTec has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to VarTec. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to VarTec (e.g. hairpinning).
- 2.6.2 BellSouth will select one of the following arrangements:
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
 3. If capacity exists, provide "side-door" porting through the switch.
 4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).
- 2.6.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.
- 2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. VarTec will then have the option of paying the one-time SC rates to place the-loop.
- 2.7 **Network Interface Device (NID)**
- 2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate

the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

- 2.7.1.1 BellSouth shall permit VarTec to connect VarTec's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.
- 2.7.2 **Access to NID**
- 2.7.2.1 VarTec may access the end user's customer-premises wiring by any of the following means and VarTec shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
- 2.7.2.1.1 1) BellSouth shall allow VarTec to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises. ;
- 2.7.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be VarTec's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed

station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

- 2.7.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with VarTec to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.3 **Technical Requirements**
- 2.7.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to VarTec's NID.
- 2.7.3.3 Existing BellSouth NIDS will be provided in "as is" condition. VarTec may request BellSouth do additional work to the NID on a time and material basis. When VarTec deploys its own local loops with respect to multiple-line termination devices, VarTec shall specify the quantity of NIDs connections that it requires within such device.
- 2.8 **Sub-loop Elements**
- 2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.
- 2.8.2 **Unbundled Sub-Loop Distribution**
- 2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop

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

- 2.8.2.2 **Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user’s premises and may have load coils.**
- 2.8.2.3 **Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user’s point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.**
- 2.8.2.4 **If VarTec requests a UCSL and it is not available, VarTec may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.**
- 2.8.2.5 **Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user’s premises.**
- 2.8.2.6 **BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for VarTec’s use on this cross-connect panel. VarTec will be responsible for connecting its facilities to the 25-pair cross-connect block(s).**
- 2.8.2.7 **Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, VarTec shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. VarTec’s cable pairs can then be connected to BellSouth’s USL within the BellSouth cross-box by the BellSouth technician.**
- 2.8.2.8 **Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by VarTec is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet VarTec’s request, then BellSouth will perform the site set-up as described in the section that follows. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in the section that follows) to**

accommodate VarTec's request for Unbundled Sub-Loops, VarTec may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. VarTec will have the option to proceed under the SC process to modify the BellSouth facilities.

- 2.8.2.9 The site set-up must be completed before VarTec can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice VarTec's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.10 Once the site set-up is complete, the VarTec will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when VarTec requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by VarTec for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

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

- 2.8.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber configurations, represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.
- 2.8.3.3 **Requirements**
 - 2.8.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
 - 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

- 2.8.3.3.3 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another VarTec's service before accessing UNTW pairs.
- 2.8.3.3.4 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.8.3.3.6 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's future to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

- 2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
 - 2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
 - 2.8.3.3.9.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.8.4 **Unbundled Sub-Loop Feeder**
 - 2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.
 - 2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
 - 2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).
 - 2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of VarTec's loop distribution elements onto BellSouth's feeder system.
 - 2.8.4.5 **Requirements**
 - 2.8.4.5.1 VarTec will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to VarTec. VarTec will then have the option of paying the special construction charges or canceling the order.
 - 2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

- 2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.
- 2.8.5 **Unbundled Loop Concentration (ULC)**
- 2.8.5.1 BellSouth will provide to VarTec Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to VarTec at VarTec's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the VarTec's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.
- 2.8.6 **Unbundled Sub-Loop Concentration (USLC)**
- 2.8.6.1 Where facilities permit, VarTec may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.
- 2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of VarTec's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of VarTec's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the VarTec's demarcation point associated with VarTec's collocation space within the SWC that serves the RT. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.8.6.3 VarTec is required to deliver its sub-loops to its own cross-box, remote terminal (RT), or other similar device and deliver a single cable to the BellSouth RT. This

cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow VarTec's sub-loops to be placed on the ULSC and transported to VarTec's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for VarTec to utilize Dark Fiber Loops.

2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with VarTec's collocation space in the end user's serving wire center.

2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

2.8.7.4 **Requirements**

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

2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at VarTec's request subject to time and materials charges.

2.8.7.4.3 VarTec is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

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

2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to VarTec within twenty (20)

business days after VarTec submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable VarTec to connect or splice VarTec provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.8.7.4.6 VarTec may splice at the end points and test Dark Fiber Loop obtained from BellSouth using VarTec or VarTec designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Loop. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to VarTec (LMU) information so that VarTec can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment VarTec intends to install and the services VarTec wishes to provide.

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

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

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

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 VarTec may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop from the mechanized LMUSI process, if VarTec needs further loop information in order to determine loop service capability, VarTec may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in the rate exhibit for Attachment 2.

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

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, VarTec Telecom, Inc. may reserve up to ten Loop facilities. For a Manual LMUSI, VarTec may reserve up to three Loop facilities.

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

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

2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. VarTec will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, VarTec does not reserve facilities upon an initial LMUSI, VarTec will be required to submit and pay for an additional LMUSI upon ordering.

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

utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide VarTec access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in this Attachment.

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

3.1.3 Access to the High Frequency Spectrum requires an unconditioned, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to VarTec in accordance with the Unbundled Loop Modification process set forth in Section 2.2 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If VarTec requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, VarTec shall pay for the Loop to be restored to its original state.

3.2 Provisioning of High Frequency Spectrum and Splitter Space

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

3.2.1.1 To order High Frequency Spectrum on a particular Loop, VarTec must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop. VarTec may order splitters in a

central office once it has installed its DSLAM in that central office. BellSouth will install splitters within forty-two (42) calendar days of VarTec's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

- 3.2.1.2 Once a splitter is installed on behalf of VarTec in a central office in which VarTec is located, VarTec shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and VarTec shall pay the electronic or manual ordering charges as applicable when VarTec orders High Frequency Spectrum for end-user service.
- 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide VarTec access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to VarTec's xDSL equipment in VarTec's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide VarTec with a carrier notification letter, informing VarTec of change. VarTec shall purchase ports on the splitter in increments of 24 ports.
- 3.2.1.4 BellSouth will install the splitter in (i) a common area close to the VarTec collocation area, if possible; or (ii) in a BellSouth relay rack as close to the VarTec DS0 termination point as possible. VarTec shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for VarTec on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified VarTec DS0 at such time that a VarTec end user's service is established.
- 3.2.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and VarTec desires to continue providing xDSL service on such Loop, VarTec shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give VarTec notice in a reasonable time prior to disconnect, which notice shall give VarTec an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and VarTec purchases the full stand-alone Loop, VarTec may elect the type of loop it will purchase. VarTec will pay the appropriate recurring and non-recurring rates for such Loop as set forth in

Exhibit C to this Attachment. In the event VarTec purchases a voice grade Loop, VarTec acknowledges that such Loop may not remain xDSL compatible.

3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2.2 **Ordering**

3.2.2.1 BellSouth will provide VarTec the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.2.2.2 BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When VarTec submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide VarTec with access to the High Frequency Spectrum at the following target intervals:

3.2.2.3 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.2.2.4 BellSouth will provide to VarTec BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.

3.2.2.5 BellSouth will provide VarTec access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and VarTec shall pay the rates for such services, as described in Exhibit C.

3.2.2.6 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for VarTec's data.

3.2.3 **Maintenance and Repair**

3.2.3.1 VarTec shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. VarTec may access the loop at the point where the combined voice and data signal exits the central office splitter.

3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. VarTec will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

- 3.2.3.3 VarTec shall inform its end users to direct data problems to VarTec, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.2.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 3.2.3.5 In the event VarTec's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify VarTec and allow twenty-four (24) hours to cure the trouble. If VarTec fails to resolve the trouble, BellSouth may discontinue VarTec's access to the High Frequency Spectrum on such loop.
- 3.2.4 **Line Splitting.**
- 3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of VarTec, the Parties shall amend this Agreement to incorporate the same.
4. **Local Switching**
- 4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to VarTec for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to VarTec for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.
- 4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**
- 4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote

switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the NBR/BFR process.

- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for VarTec when VarTec serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 4.2.3 In the event that VarTec orders local circuit switching for an end user with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge VarTec the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.
- 4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to VarTec's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.6 Provided that VarTec purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an VarTec local end user, or originated by a BellSouth local end user and terminated to an VarTec local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge VarTec the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier

compensation for local calls between BellSouth and VarTec shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.2.7 Where VarTec purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an VarTec end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge VarTec the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and VarTec shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.8 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill VarTec the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 4.2.9 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and VarTec shall not bill BellSouth originating or terminating switched access for such calls.
- 4.2.10 **Unbundled Port Features**
- 4.2.10.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.
- 4.2.10.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.
- 4.2.10.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.
- 4.2.10.4 BellSouth will provide to VarTec selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by VarTec will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.
- 4.2.11 **Provision for Local Switching**
- 4.2.11.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

- 4.2.11.2 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 4.2.11.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 4.2.11.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to VarTec all AIN triggers in connection with its SMS/SCE offering.
- 4.2.11.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by VarTec.
- 4.2.12 **Local Switching Interfaces.**
- 4.2.12.1 VarTec shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit C. BellSouth shall provide the following local switching interfaces:
- 4.2.12.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 4.2.12.1.2 Coin phone signaling;
- 4.2.12.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;
- 4.2.12.1.4 Two-wire analog interface to PBX;
- 4.2.12.1.5 Four-wire analog interface to PBX;
- 4.2.12.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 4.2.12.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
- 4.2.12.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 4.2.12.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3 Tandem Switching

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

4.3.2 Technical Requirements

4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

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

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

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

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

4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

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

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

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

4.3.2.4 Tandem Switching shall process originating toll-free traffic received from VarTec's local switch.

- 4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 4.3.3 Upon VarTec's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for VarTec's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of VarTec. AIN Selective Carrier Routing will provide VarTec with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.4.2 VarTec shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.4.4 Where AIN Selective Carrier Routing is utilized by VarTec, the routing of VarTec's end user calls shall be pursuant to information provided by VarTec and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, VarTec shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each VarTec end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment. VarTec shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.
- 4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E.

BellSouth has 30 days to respond to VarTec's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to VarTec, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

- 4.4.7 The non-recurring End Office Establishment Charge will be billed to VarTec following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to VarTec following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to VarTec following the normal billing cycle for per query charges.
- 4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.
- 4.5 **Packet Switching Capability**
- 4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.
- 4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 4.5.2.2 There are no spare copper loops capable of supporting the xDSL services VarTec seeks to offer;
 - 4.5.2.3 BellSouth has not permitted VarTec to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has VarTec obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and
 - 4.5.2.4 BellSouth has deployed packet switching capability for its own use.

4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

4.6.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to VarTec for the provision of a telecommunications service.

5. **Unbundled Network Element Combinations**

5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.

5.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3 **Enhanced Extended Links (EELs)**

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to VarTec's POP serving wire center. The circuit must be connected to VarTec's switch for the purpose of provisioning telephone exchange service to VarTec's end-user customers. The EEL will be connected to VarTec's facilities in VarTec's collocation space at the POP SWC, or VarTec may purchase BellSouth's access facilities between VarTec's POP and VarTec's collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to VarTec in Georgia and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to VarTec those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to VarTec in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will

be provided to VarTec only to the extent such network elements are Currently Combined.

5.3.4 **EEL Combinations**

- 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 **Special Access Service Conversions**

- 5.3.5.1 VarTec may not convert special access services to combinations of loop and transport network elements, whether or not VarTec self-provides its entrance facilities (or obtains entrance facilities from a third party), unless VarTec uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent VarTec requests to convert any special access services to combinations of loop and transport network elements at UNE prices, VarTec shall provide to BellSouth a letter certifying that VarTec is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option VarTec seeks to qualify for conversion of special access circuits. VarTec shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

- 5.3.5.2 VarTec certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at VarTec's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, VarTec is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. VarTec can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 5.3.5.3 VarTec certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at VarTec's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 5.3.5.4 VarTec certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. VarTec does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 5.3.5.5 In addition, there may be extraordinary circumstances where VarTec is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, VarTec may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon VarTec's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.5.6 BellSouth may at its sole discretion audit VarTec records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and VarTec shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find

noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, VarTec shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that VarTec is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from VarTec.

5.3.5.7 VarTec may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.6 **Rates**

5.3.6.1 Georgia and Tennessee

5.3.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

5.3.6.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

5.3.6.1.3 To the extent that VarTec seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, VarTec, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.3.6.2 All Other States

5.3.6.2.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

5.3.7 **Multiplexing**

5.3.7.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Non-Switched Combinations**

5.4.1 In the state of Georgia and Tennessee, BellSouth shall make available to VarTec, in accordance with Section 5.7.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to VarTec, in accordance with Section 5.7.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia and Tennessee

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

5.4.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.

5.4.2.1.3 To the extent that VarTec seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, VarTec, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.4.2.2 All Other States

5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit B of this Attachment.

5.5 **UNE Loop/Special Access Combinations**

5.5.1 BellSouth shall make available to VarTec a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent VarTec will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not

limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.4.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **UNE Port/Loop Combinations**

5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.6.2 BellSouth shall make available Currently Combined UNE port/loop combinations in all BellSouth states and Not Currently Combined UNE port/loop combinations in the states of Georgia and Tennessee.

5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

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

5.6.5 **Combination Offerings**

5.6.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.6.5.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and VarTec.

6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

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

6.1.2 BellSouth shall:

- 6.1.2.1 Provide VarTec exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
- 6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;
- 6.1.2.3 Permit, to the extent technically feasible, VarTec to connect such interoffice facilities to equipment designated by VarTec, including but not limited to, VarTec's collocated facilities; and
- 6.1.2.4 Permit, to the extent technically feasible, VarTec to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.1.3 **Technical Requirements of Common (Shared) Transport**
 - 6.1.3.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standards.
 - 6.1.3.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.
 - 6.1.3.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
 - 6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.
- 6.2 **Dedicated Transport**
 - 6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:
 - 6.2.1.1 Unbundled Local Channel, defined as the, dedicated transmission path between VarTec's Point of Presence("POP") and VarTec's collocation space in the BellSouth Serving Wire Center for VarTec's POP, and
 - 6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

- 6.2.1.3 **BellSouth shall offer Dedicated Transport in each of the following ways:**
 - 6.2.1.3.1 **As capacity on a shared UNE facility.**
 - 6.2.1.3.2 **As a circuit (e.g., DS0, DS1, DS3) dedicated to VarTec.**
- 6.2.1.4 **Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.**
- 6.2.2 **Technical Requirements**
 - 6.2.2.1 **The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to VarTec designated traffic.**
 - 6.2.2.2 **For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable industry standards.**
 - 6.2.2.3 **For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.**
 - 6.2.2.4 **BellSouth shall offer the following interface transmission rates for Dedicated Transport:**
 - 6.2.2.4.1 **DS0 Equivalent;**
 - 6.2.2.4.2 **DS1;**
 - 6.2.2.4.3 **DS3; and**
 - 6.2.2.4.4 **SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.**
 - 6.2.2.5 **BellSouth shall design Dedicated Transport according to its network infrastructure. VarTec shall specify the termination points for Dedicated Transport..**
 - 6.2.2.6 **At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.**
 - 6.2.2.7 **BellSouth Technical References:**
 - 6.2.2.7.1 **TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.**

6.2.2.7.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.

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

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, VarTec may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCI). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

6.3.2 BellSouth shall make available the following channelization systems:

6.3.2.1 DS3 Channelization System: channelizes a DS3 signal into 28 DS1s/STS-1s.

6.3.2.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.

6.3.3 BellSouth shall make available the following

6.3.3.1 Central Office Channel Interfaces (COCI):

6.3.3.2 DS1 COCI, which can be activated on a DS3 Channelization System.

6.3.3.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.4 Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.3.4 Technical Requirements

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

- 6.3.4.2 DS0 to DS1 Channelization
 - 6.3.4.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.
- 6.3.4.3 DS1 to DS3 Channelization
 - 6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.3.4.4 DS1 to STS Channelization
 - 6.3.4.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.
- 6.4 **Dark Fiber Transport**
 - 6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for VarTec to utilize Dark Fiber Transport.
 - 6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
 - 6.4.3 Requirements
 - 6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport is there are none available.

- 6.4.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at VarTec's request subject to time and materials charges.
- 6.4.3.3 VarTec is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 6.4.3.4 BellSouth shall use its best efforts to provide to VarTec information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from VarTec. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.
- 6.4.3.5 If the requested Dark fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to VarTec within twenty (20) business days after VarTec submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable VarTec to connect or splice VarTec provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.
- 6.4.3.6 VarTec may splice at the end points and test Dark Fiber Loop obtained from BellSouth using VarTec or VarTec designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.
- 7. BellSouth Switched Access ("SWA") 8XX Toll Free Dialing Ten Digit Screening Service**
- 7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database ("8XX SCP Database") is a Signaling control Point ("SCP") that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point ("SSP") or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service ("8XX TFD Service") utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At VarTec's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by VarTec.
- 7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

- 8. Line Information Database (LIDB)**
- 8.1** The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, VarTec must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.
- 8.2 Technical Requirements**
- 8.2.1** BellSouth will offer to VarTec any additional capabilities that are developed for LIDB during the life of this Agreement.
- 8.2.2** BellSouth shall process VarTec's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to VarTec what additional functions (if any) are performed by LIDB in the BellSouth network.
- 8.2.3** Within two (2) weeks after a request by VarTec, BellSouth shall provide VarTec with a list of the customer data items, which VarTec would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 8.2.4** BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.2.5** BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 8.2.6** BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.7** All additions, updates and deletions of VarTec data to the LIDB shall be solely at the direction of VarTec. Such direction from VarTec will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.8** BellSouth shall provide priority updates to LIDB for VarTec data upon VarTec's request (e.g., to support fraud detection), via password-protected telephone card,

facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

- 8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of VarTec customer records will be missing from LIDB, as measured by VarTec audits. BellSouth will audit VarTec records in LIDB against DBAS to identify record mismatches and provide this data to a designated VarTec contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to VarTec within one business day of audit. Once reconciled records are received back from VarTec, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact VarTec to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.10 BellSouth shall perform backup and recovery of all of VarTec's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.11 BellSouth shall provide VarTec with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between VarTec and BellSouth.
- 8.2.12 BellSouth shall prevent any access to or use of VarTec data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by VarTec in writing.
- 8.2.13 BellSouth shall provide VarTec performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by VarTec at least at parity with BellSouth Customer Data. BellSouth shall obtain from VarTec the screening information associated with LIDB Data Screening of VarTec data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to VarTec under the BFR/NBR as set forth in General Terms and Conditions.
- 8.2.14 BellSouth shall accept queries to LIDB associated with VarTec customer records, and shall return responses in accordance with industry standards.
- 8.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

- 8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.3 Interface Requirements
 - 8.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
 - 8.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
 - 8.3.3 The CCS interface to LIDB shall be the standard interface described herein.
 - 8.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 9. **Signaling**
 - 9.1 BellSouth shall offer access to signalling and access to BellSouth's signalling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signalling systems and databases. Available signalling elements include signalling links, signal transfer points and service control points. Signalling functionality will be available with both A-link and B-link connectivity.
 - 9.2 **Signalling Link Transport**
 - 9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between VarTec-designated Signaling Points of Interconnection that provide appropriate physical diversity.
 - 9.2.2 Technical Requirements
 - 9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following 2 ways:
 - 9.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and
 - 9.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).
 - 9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 9.2.4.1 An A-link layer shall consist of two links.

- 9.2.4.2 A B-link layer shall consist of four links.
- 9.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 9.2.4.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 9.2.4.5 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.2.5 Interface Requirements
 - 9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at the VarTec designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.3 **Signalling Transfer Points (STPs)**
 - 9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
 - 9.3.2 Technical Requirements
 - 9.3.2.1 Signaling Transfer Points shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Points also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.
 - 9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
 - 9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a VarTec local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to

provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between VarTec local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

- 9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a VarTec or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a VarTec database, then VarTec agrees to provide BellSouth with the Destination Point Code for the VarTec database.
- 9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).
- 9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a VarTec or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 9.4 **SS7 Advanced Intelligent Network (AIN) Access**
- 9.4.1 When technically feasible and upon request by VarTec, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the VarTec SS7 network to exchange TCAP queries and responses with a VarTec SCP.
- 9.4.2 SS7 AIN Access shall provide VarTec SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and VarTec SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the VarTec SCP

as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect VarTec or VarTec-designated local switching systems to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from VarTec local switching systems; and,

9.4.3.1.2 A B-link interface from VarTec local STPs.

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

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

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

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

9.4.4 Message Screening

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

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

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

9.5 Service Control Points/Databases

- 9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 9.5.3 Technical Requirements for SCPs/Databases
- 9.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.6 **Local Number Portability Database**
- 9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 9.7 **SS7 Network Interconnection**
- 9.7.1 SS7 Network Interconnection is the interconnection of VarTec local signaling transfer point switches or VarTec local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, VarTec local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and VarTec or other third-party switching systems with A-link access to the BellSouth SS7 network.

- 9.7.3 If traffic is routed based on dialed or translated digits between a VarTec local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the VarTec local signaling transfer point switches and BellSouth or other third-party local switch.
- 9.7.4 SS7 Network Interconnection shall provide:
 - 9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a VarTec local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of VarTec local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 9.7.9 **Interface Requirements**
 - 9.7.9.1 The following SS7 Network Interconnection interface options are available to connect VarTec or VarTec-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 9.7.9.1.1 A-link interface from VarTec local or tandem switching systems; and

- 9.7.9.1.2 B-link interface from VarTec STPs.
- 9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 9.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.9.5 BellSouth shall set message screening parameters to accept messages from VarTec local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the VarTec switching system has a valid signaling relationship.
- 10. Operator Service and Directory Assistance**
 - 10.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.
 - 10.2 Upon request for BellSouth Operator Services, BellSouth shall:
 - 10.2.1 Process 0+ and 0- dialed local calls.
 - 10.2.2 Process 0+ and 0- intraLATA toll calls.
 - 10.2.3 Process calls that are billed to VarTec end user's calling card that can be validated by BellSouth.
 - 10.2.4 Process person-to-person calls.
 - 10.2.5 Process collect calls.
 - 10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.

- 10.2.7 Process station-to-station calls.
- 10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 10.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 10.2.10 Process operator-assisted directory assistance calls.
- 10.2.11 Adhere to equal access requirements, providing VarTec local end users the same IXC access as provided to BellSouth end users.
- 10.2.12 Exercise at least the same level of fraud control in providing Operator Service to VarTec that BellSouth provides for its own operator service.
- 10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.14 Direct customer account and other similar inquiries to the customer service center designated by VarTec.
- 10.2.15 Provide call records to VarTec in accordance with ODUF standards specified in Attachment 7.
- 10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 10.3 **Directory Assistance Service**
- 10.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by VarTec's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.
- 10.3.3 **Directory Assistance Service Updates**
- 10.3.3.1 BellSouth shall update end user listings changes daily. **These changes include:**
- 10.3.3.1.1 **New end user connections**
- 10.3.3.1.2 **End user disconnections**
- 10.3.3.1.3 **End user address changes**

10.3.3.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4 **Branding for Operator Call Processing and Directory Assistance**

10.4.1 BellSouth's branding feature provides a definable announcement to VarTec end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows VarTec to have its calls custom branded with VarTec's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three (3) service levels of branding to VarTec when ordering BellSouth's Directory Assistance and Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

10.4.3 Where VarTec resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route VarTec's end user calls to that provider through Selective Carrier Routing.

10.4.4 **For Resellers and Use with an Unbundled Port**

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

10.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, such as: Hotel/Motel, WATS, cellular type 1 and certain PBX services.

10.4.4.3 Where available, VarTec -specific and unique line class codes are programmed in each BellSouth end office switch where VarTec intends to serve end users with customized OS/DA branding. The line class codes specifically identify VarTec 'send users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and VarTec intends to provide VarTec -branded OS/DA to its end users in these multiple rate areas.

- 10.4.4.4 **BellSouth Branding is the Default Service Level.**
- 10.4.4.5 **SCR-LCC supporting Custom Branding and Self Branding require VarTec to order dedicated trunking from each BellSouth end office identified by VarTec, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the VarTec Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.**
- 10.4.4.6 **Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by VarTec to the BellSouth TOPS. These calls are routed to "No Announcement."**
- 10.4.4.7 **The Rates for SCR-LCC are as set forth in this attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.**
- 10.4.4.8 **In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, VarTec shall not be required to purchase dedicated trunking.**
- 10.4.4.9 **For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, VarTec must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, VarTec must submit a manual order form which requires, among other things, VarTec's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. VarTec shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon VarTec's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all VarTec end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.**
- 10.4.4.10 **Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment.**

Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill VarTec applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, VarTec shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where VarTec is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.5 **For Facilities Based Carriers**

10.4.5.1 All Service Levels require VarTec to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which VarTec requires service.

10.4.5.3 Directory Assistance customized branding uses:

10.4.5.3.1 the recording of VarTec;

10.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of VarTec;

10.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to VarTec end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). VarTec agrees that DADS will not be used for any

purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, VarTec agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

- 10.5.2 BellSouth shall initially provide VarTec with a Base File of subscriber listings which reflect all listing change activity occurring since VarTec's most recent update via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from VarTec to prepare the Base File.
- 10.5.3 BellSouth will provide updates at least weekly reflecting all listing change activity occurring since VarTec's previous update. Delivery of updates will commence immediately after VarTec receives the Base File. Updates will be provided via magnetic tape unless BellSouth and VarTec mutually develop CONNECT: Direct™ electronic connectivity. VarTec will pay all costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.4 VarTec authorizes the inclusion of VarTec Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide VarTec's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow VarTec to utilize its own switch, operator workstations and optional audio subsystems.
- 10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

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

- 11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.
- 11.2 **Technical Requirements**
- 11.2.1 BellSouth shall provide VarTec a data link to the ALI/DMS database or permit VarTec to provide its own data link to the ALI/DMS database. BellSouth shall

provide error reports from the ALI/DMS database to VarTec after VarTec inputs end user information into the ALI/DMS database. Alternately, VarTec may request that BellSouth enter VarTec 'send user information into the database, and validate end user information.

- 11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless VarTec requests otherwise and shall be updated if VarTec requests, provided VarTec supplies BellSouth with the updates.
- 11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 11.2.5 Interface Requirements
 - 11.2.5.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for VarTec end users shall meet industry standards.
- 12. **Calling Name (CNAM) Database Service**
 - 12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides VarTec the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
 - 12.2 VarTec shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to VarTec's access to BellSouth's CNAM Database Services and shall be addressed to VarTec's Account Manager.
 - 12.3 BellSouth's provision of CNAM Database Services to VarTec requires interconnection from VarTec to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.
 - 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, VarTec shall provide its own CNAM SSP. VarTec's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

- 12.5 If VarTec elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that VarTec desires to query.
- 12.6 If VarTec queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.
- 12.7 The mechanism to be used by VarTec for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by VarTec in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of VarTec to provide accurate information to BellSouth on a current basis.
- 12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 VarTec CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.
13. **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide VarTec the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to VarTec. Training, documentation, and technical support

will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

- 13.3 BellSouth SCP shall partition and protect VarTec service logic and data from unauthorized access.
- 13.4 When VarTec selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable VarTec to use BellSouth's SCE/SMS AIN Access to create and administer applications.
 - 13.4.1 VarTec access will be provided via remote data connection (e.g., dial-in, ISDN).
 - 13.4.2 BellSouth shall allow VarTec to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.
- 14. **Basic 911 and E911**
 - 14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
 - 14.2 Basic 911 Service Provisioning. BellSouth will provide to VarTec a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. VarTec will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. VarTec will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, VarTec will be required to begin using E911 procedures.
 - 14.3 E911 Service Provisioning. VarTec shall install a minimum of two dedicated trunks originating from the VarTec serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. VarTec will be required to provide BellSouth daily updates to the E911 database. VarTec will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, VarTec will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP").

This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. VarTec shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 14.4 **Rates.** Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on VarTec beyond applicable charges for BellSouth trunking arrangements.
- 14.5 Basic 911 and E911 functions provided to VarTec shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 14.6 **Detailed Practices and Procedures.** The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and VarTec to follow in providing 911/E911 services.

15. Operational Support Systems (OSS)

- 15.1 BellSouth has developed and made available the following electronic interfaces by which VarTec may submit LSRs electronically.

LENS Local Exchange Navigation System
 EDI Electronic Data Interchange
 TAG Telecommunications Access Gateway

- 15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN

- 15.3 **Denial/Restoral OSS Charge**

- 15.3.1 In the event VarTec provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.
- 15.4 Cancellation OSS Charge
 - 15.4.1 VarTec will incur an OSS charge for an accepted LSR that is later canceled by VarTec.
 - 15.4.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
 - 15.4.3 Network Elements and Other Services Manual Additive
 - 15.4.3.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit B.

EXHIBIT A

**LINE INFORMATION DATA BASE (LIDB)
FACILITIES BASED STORAGE AGREEMENT**

I. Definitions (from Addendum)

- A. Billing number - a number that VarTec creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by VarTec.
- C. Special billing number - a ten-digit number that identifies a billing account established by VarTec.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by VarTec that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by VarTec.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by VarTec.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of VarTec and pursuant to which BellSouth, its LIDB customers and VarTec shall have access to such information. In addition, this Agreement sets forth the terms and conditions for VarTec's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. VarTec understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of VarTec, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to VarTec's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the

Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening
 - a. BellSouth is authorized to use the billing number information to determine whether VarTec has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation
 - a. BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. Fraud Control
 - a. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify VarTec of fraud alerts so that VarTec may take action it deems appropriate.

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by VarTec pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to VarTec for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate VarTec's data from BellSouth's data, the following terms and conditions shall apply:

1. VarTec will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for VarTec's End User accounts which are

resident in LIDB pursuant to this Agreement. VarTec authorizes BellSouth to place such charges on VarTec's bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.

2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. VarTec shall have the responsibility to render a billing statement to its End Users for these charges, but VarTec shall pay BellSouth for the charges billed regardless of whether VarTec collects from VarTec's End Users.
4. BellSouth shall have no obligation to become involved in any disputes between VarTec and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to VarTec. It shall be the responsibility of VarTec and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. VarTec will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of VarTec. BellSouth will not issue line-based calling cards in the name of VarTec's individual End Users. In the event that VarTec wants to include calling card numbers assigned by VarTec in the BellSouth LIDB, a separate agreement is required.

V. Fees for Service and Taxes

- A. VarTec will not be charged a fee for storage services provided by BellSouth to VarTec, as described in Section I of this LIDB Facilities Based Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by VarTec in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	BOS	URDC	RATES					OSG RATES							
							Per	Per	Per	Per	Per	Per Order Submitted Ene per LSR	Per Order Submitted Monthly per LSR	Incremental Change - Manual Per Order vs. Standard-Kit	Incremental Change - Manual Per Order vs. Standard-Add'l	Incremental Change - Manual Per Order vs. Standard-Std Kit	Incremental Change - Manual Per Order vs. Standard-Std Add'l		
																		Per	Per
							Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	
<p>Geographically Deactivated UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deactivated UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deactivated UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_cdo/docs/interconnectiondevsuns.pdf to view Geographically Deactivated UNE Zone Designations by Central Office.</p>																			
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 1		1	UEANL	UEAL2	\$15.84	\$28.08	\$43.14	\$15.21	\$3.22	\$3.90	\$27.57	\$12.97	\$17.77	\$17.77			
		2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2		2	UEANL	UEAL2	\$24.75	\$28.08	\$43.14	\$15.21	\$3.22	\$3.90	\$27.57	\$12.97	\$17.77	\$17.77			
		2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3		3	UEANL	UEAL2	\$44.85	\$28.08	\$43.14	\$15.21	\$3.22	\$3.90	\$27.57	\$12.97	\$17.77	\$17.77			
		Engineering Information Document (E)			UEANL			\$28.75	\$28.75										
		Manual Order Coordination for UVL-3L1s (per loop)*			UEANL	UEAMC		\$51.29	\$51.29										
		Order Coordination for Specified Conversion Time for UVL-3L1 (per LSR)*			UEANL	OCOSL		\$45.99	\$45.99										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	\$17.95	\$145.46	\$108.40	\$40.31	\$26.01	\$3.50	\$27.57	\$12.97	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	\$28.16	\$145.46	\$108.40	\$40.31	\$26.01	\$3.50	\$27.57	\$12.97	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	\$52.94	\$145.46	\$108.40	\$40.31	\$26.01	\$3.50	\$27.57	\$12.97	\$17.77				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$45.99											
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	\$17.95	\$145.46	\$108.40	\$40.31	\$26.01	\$3.50	\$27.57	\$12.97	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	\$28.16	\$145.46	\$108.40	\$40.31	\$26.01	\$3.50	\$27.57	\$12.97	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	\$52.94	\$145.46	\$108.40	\$40.31	\$26.01	\$3.50	\$27.57	\$12.97	\$17.77				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$45.99											
4-WIRE ANALOG VOICE GRADE LOOP																			
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	\$24.01	\$283.70	\$241.78	\$108.95	\$57.01	\$3.50	\$27.57	\$12.97	\$17.77				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	\$39.00	\$283.70	\$241.78	\$108.95	\$57.01	\$3.50	\$27.57	\$12.97	\$17.77				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	\$70.67	\$283.70	\$241.78	\$108.95	\$57.01	\$3.50	\$27.57	\$12.97	\$17.77				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$45.99											
2-WIRE ISDN DIGITAL GRADE LOOP																			
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	\$23.22	\$331.85	\$226.87	\$108.95	\$57.01	\$3.50	\$27.57	\$12.97	\$17.77				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	\$37.74	\$331.85	\$226.87	\$108.95	\$57.01	\$3.50	\$27.57	\$12.97	\$17.77				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	\$68.38	\$331.85	\$226.87	\$108.95	\$57.01	\$3.50	\$27.57	\$12.97	\$17.77				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		\$45.99											
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																			
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	\$18.84	\$104.17	\$78.1	\$108.95	\$57.01	\$3.50	\$18.94	\$9.42	\$17.77				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	\$18.46	\$104.17	\$78.1	\$108.95	\$57.01	\$3.50	\$18.94	\$9.42	\$17.77				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	\$30.92	\$104.17	\$78.1	\$108.95	\$57.01	\$3.50	\$18.94	\$9.42	\$17.77				
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																			
		2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	\$12.08	\$514.21	\$494.56	\$108.95	\$56.98	\$3.50	\$27.57	\$12.97	\$17.77				
		2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	\$19.84	\$514.21	\$494.56	\$108.95	\$56.98	\$3.50	\$27.57	\$12.97	\$17.77				

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	EOL	UBOC	RATES					OBS RATES						
							Per	Per	Add	Per	Add	Per	Per	Per	Per	Per	Per	Per
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	\$36.58	\$514.21	\$464.58	\$108.05	\$26.98	\$3.50		\$27.37	\$12.97	\$17.77		
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$45.99										
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	\$12.06	\$204.86	\$128.08	\$100.52	\$15.82	\$3.50	\$19.99					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	\$18.84	\$204.86	\$128.08	\$100.52	\$18.82	\$3.50	\$19.99					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	\$35.58	\$204.86	\$128.08	\$100.52	\$15.82	\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$45.99										
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	\$9.41	\$514.21	\$464.58	\$108.05	\$26.98	\$3.50		\$27.37	\$12.97	\$17.77		
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	\$15.29	\$514.21	\$464.58	\$108.05	\$26.98	\$3.50		\$27.37	\$12.97	\$17.77		
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	\$27.70	\$514.21	\$464.58	\$108.05	\$26.98	\$3.50		\$27.37	\$12.97	\$17.77		
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.99										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	\$9.41	\$222.2	\$148.4	\$100.52	\$15.82	\$3.50	\$19.99					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	\$15.29	\$222.2	\$148.4	\$100.52	\$15.82	\$3.50	\$19.99					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	\$27.70	\$222.2	\$148.4	\$100.52	\$15.82	\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.99										
		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	\$11.52	\$541.13	\$491.50	\$108.05	\$26.98	\$3.50		\$27.37	\$12.97	\$17.77		
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	\$18.71	\$541.13	\$491.50	\$108.05	\$26.98	\$3.50		\$27.37	\$12.97	\$17.77		
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	\$33.90	\$541.13	\$491.50	\$108.05	\$26.98	\$3.50		\$27.37	\$12.97	\$17.77		
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.99										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	\$11.52	\$279.39	\$203.59	\$108.05	\$20.7	\$3.50	\$19.99					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	\$18.71	\$279.39	\$203.59	\$108.05	\$20.7	\$3.50	\$19.99					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	\$33.90	\$279.39	\$203.59	\$108.05	\$20.7	\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.99										
		4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	\$51.74	\$510.13	\$380.25	\$134.77	\$26.97	\$3.50		\$27.37	\$12.97	\$17.77		
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	\$54.05	\$510.13	\$380.25	\$134.77	\$26.97	\$3.50		\$27.37	\$12.97	\$17.77		
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	\$152.29	\$510.13	\$380.25	\$134.77	\$26.97	\$3.50		\$27.37	\$12.97	\$17.77		
		Order Coordination for Specified Conversion Time			USL	OCOSL		\$45.99										
		4-WIRE 19.2, 36 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	\$27.33	\$498.05	\$343.7	\$129.82	\$24.25	\$3.50		\$27.37	\$12.97	\$17.77		
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	\$44.4	\$498.05	\$343.7	\$129.82	\$24.25	\$3.50		\$27.37	\$12.97	\$17.77		
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	\$90.45	\$498.05	\$343.7	\$129.82	\$24.25	\$3.50		\$27.37	\$12.97	\$17.77		
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	\$27.33	\$498.05	\$343.70	\$129.82	\$24.25	\$3.50		\$27.37	\$12.97	\$17.77		
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	\$44.40	\$498.05	\$343.70	\$129.82	\$24.25	\$3.50		\$27.37	\$12.97	\$17.77		
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	\$90.45	\$498.05	\$343.70	\$129.82	\$24.25	\$3.50		\$27.37	\$12.97	\$17.77		
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$45.99										
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	\$27.33	\$498.05	\$343.70	\$129.82	\$24.25	\$3.50		\$27.37	\$12.97	\$17.77		

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

CARRIER	NOTES	UNBUNDLED NETWORK ELEMENT	Interm	Zone	BSN	UNCC	RATES					OBS RATES					
							Nonworking		Residential			See Order Submitted Rate per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Month See Order vs. Standard-Int	Incremental Charge - Month See Order vs. Standard-Addl	Incremental Charge - Month See Order vs. Standard-Dis Int	Incremental Charge - Month See Order vs. Standard-Dis Addl
							Pre	Post	Advt	Pre	Advt						
							Pre	Post	Advt	Pre	Advt	DISINT	DISADD	DISINT	DISADD		
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	\$44.40	\$498.05	\$343.70	\$129.60	\$64.25	\$3.50	\$27.37	\$12.97	\$17.77		
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	\$60.45	\$498.05	\$343.70	\$129.60	\$64.25	\$3.50	\$27.37	\$12.97	\$17.77		
		Order Coordination for Specified Conversion Time			UDL	OODSL		\$45.90									
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	\$11.60	\$283.37	\$183.68	\$120.15	\$22.37	\$3.5	\$19.89				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	\$13.74	\$283.37	\$183.68	\$120.15	\$22.37	\$3.5	\$19.89				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	\$21.63	\$283.37	\$183.68	\$120.15	\$22.37	\$3.5	\$19.89				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$51.29	\$51.29								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	\$11.9	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		1	UCL	UCLPW	\$13.74	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		1	UCL	UCLPW	\$21.63	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$51.29	\$51.29								
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	\$36.43	\$270.26	\$190.99	\$120.15	\$22.37	\$3.5	\$19.89				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	\$40.91	\$270.26	\$190.99	\$120.15	\$22.37	\$3.5	\$19.89				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	\$66.02	\$270.26	\$190.99	\$120.15	\$22.37	\$3.5	\$19.89				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$51.29	\$51.29								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	\$36.43	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		1	UCL	UCL2W	\$40.91	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		1	UCL	UCL2W	\$66.02	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$51.29	\$51.29								
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	\$11.01	\$44.89	\$22.40	\$25.05	\$7.06	\$3.50	\$27.37	\$12.97			
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		1	UEQ	UEQ2X	\$12.67	\$44.89	\$22.40	\$25.05	\$7.06	\$3.50	\$27.37	\$12.97			
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		1	UEQ	UEQ2X	\$20.22	\$44.89	\$22.40	\$25.05	\$7.06	\$3.50	\$27.37	\$12.97			
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	UEQMC		\$51.29	\$51.29								
		Engineering Information Document			UEQ			\$26.75	\$26.75								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		\$78.92	\$78.92								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		\$23.33	\$23.33								
		4-WIRE COPPER LOOP															
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	\$16.05	\$331.78	\$212.09	\$130.09	\$27.6	\$3.5	\$19.89				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	\$19.22	\$331.78	\$212.09	\$130.09	\$27.6	\$3.5	\$19.89				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	\$30.55	\$331.78	\$212.09	\$130.09	\$27.6	\$3.5	\$19.89				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.46	\$36.46								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	\$16.05	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		1	UCL	UCL4W	\$19.22	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		1	UCL	UCL4W	\$30.55	\$104.17	\$78.1			\$3.5	\$18.94	\$8.42			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.46	\$36.46								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 1		1	UCL	UCL4L	\$47.56	\$318.7	\$199.000	\$130.09	\$27.6	\$3.5	\$19.89				

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

CARRIER	CITY	DESCRIPTION	Units	Zone	ECN	UOC	RATES					OSB RATES														
							Rate	Pst	Adst	Pst	Adst	See Order Submitted One per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Manual See Order vs. Standard-Int	Incremental Charge - Manual See Order vs. Standard-Adst	Incremental Charge - Manual See Order vs. Standard-Dis Int	Incremental Charge - Manual See Order vs. Standard-Dis Adst									
																		Rate	Pst	Adst	Rate	Pst	Adst	Rate	Pst	Adst
UNBUNDLED NETWORK ELEMENTS																										
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCLAL	\$64.92	\$318.7	\$199.000	\$130.09	\$27.6	\$3.5	\$19.99													
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCLAL	\$67.3	\$318.7	\$199.000	\$130.09	\$27.6	\$3.5	\$19.99													
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.48	\$36.48																	
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCLAO	\$47.56	\$104.17	\$78.1			\$9.5	\$18.94	\$6.42												
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		1	UCL	UCLAO	\$64.92	\$104.17	\$78.1			\$9.5	\$18.94	\$6.42												
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		1	UCL	UCLAO	\$67.3	\$104.17	\$78.1			\$9.5	\$18.94	\$6.42												
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.48	\$36.48																	
LOOP MODIFICATION																										
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18K ft		1	UAL, UHL, UCL, UEG	ULM2L		\$67.39	\$67.39																	
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18K ft		1	UCL	ULM2G		\$337.5	\$337.5																	
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft		1	UHL, UCL	ULM4L		\$67.39	\$67.39																	
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18K ft		1	UCL	ULM4G		\$337.5	\$337.5																	
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		1	UAL, UHL, UCL, UEG, UEF	ULM5T		\$78.1	\$78.1																	
SUB-LOOPS																										
		Sub-Loop Distribution																								
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up		1	UEANL	USBSA		\$421.08	\$421.08				\$3.50		\$18.94	\$6.42										
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up		1	UEANL	USBSB		\$67.10	\$67.10				\$3.50		\$18.94	\$6.42										
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up		1	UEANL	USBSC		\$394.74	\$394.74				\$3.50		\$18.94	\$6.42										
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up		1	UEANL	USBSD		\$154.57	\$154.57				\$3.50		\$18.94	\$6.42										
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	\$6.12	\$207.01	\$171.36				\$6.60		\$18.94	\$6.42										
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.99	\$45.99																	
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN4	\$6.32	\$219.35	\$172.99	\$123.72	\$68.77	\$3.50		\$18.94	\$6.42											
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.99	\$45.99																	
		Sub-Loop 2-Wire Intra-building Network Cable (INC)		1	UEANL	USBF2	\$1.61	\$137.03	\$41.99	\$119.95	\$19.17	\$3.50		\$18.94	\$6.42											
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.99	\$45.99																	
		Sub-Loop 4-Wire Intra-building Network Cable (INC)		1	UEANL	USBF4	\$2.98	\$178.46	\$55.11	\$122.17	\$19.57	\$3.50		\$18.94	\$6.42											
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.99	\$45.99																	
		2 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS2X	\$3.54	\$175.16	\$55.99	\$108.66	\$24.53	\$3.50		\$18.94	\$6.42											
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$45.99	\$45.99																	
		4 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS4X	\$6.69	\$219.35	\$172.99	\$123.72	\$26.77	\$3.50		\$18.94	\$6.42											
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$45.99	\$45.99																	
Sub-Loop Feeder																										
		USL Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN, UCL, UDL, UDC	USBFW		\$421.08																		
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN, UCL, UDL, UDC	USBFX		\$67.1	\$67.1																	
		USL Feeder DS1 Set-up @ DSX location, per DS1 termination			UL	USBFZ		\$519.95	\$11.32																	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade-Statewide		sw	UEA	USBFA	\$6.08	\$208.44	\$170.05	\$119.55	\$27.04	\$3.50		\$18.94	\$6.42											
		Order Coordination for Specified Conversation Times, per LSR			UEA	OCCSL		\$45.99																		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	\$6.58	\$208.44	\$170.05	\$119.55	\$27.04	\$3.50		\$18.94	\$6.42											

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	ICS	USOC	RATES					OBS RATES					
							Rate	First	AAT	First	AAT	See Order Submitted Qty per LSP	See Order Submitted Quantity per LSP	Incremental Charge - Shared See Order vs. Standalone-Std Tel	Incremental Charge - Shared See Order vs. Standalone-Addl	Incremental Charge - Shared See Order vs. Standalone-Std Tel	Incremental Charge - Shared See Order vs. Standalone-Std AAT
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$10.51	\$21.07	\$20.96	\$10.78	\$10.71						
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$10.51	\$21.07	\$20.96	\$10.78	\$10.71						
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC8	\$10.51	\$21.07	\$20.96	\$10.78	\$10.71						
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
LINE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contact Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UE	UNECN											
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UCL,UDL,U	UNECN	\$0.0	\$0.0									
		Unbundled Sub-Loop Feeder-3 Wire Cross Box Jumper - no rate			UEA,ULN,UCL,UCL	USBPQ	\$0.0	\$0.0									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UCL	USBPF	\$0.0	\$0.0									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOEF	\$0.0	\$0.0									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	\$0.0	\$0.0									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		NOTE: 4 month minimum billing period															
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UES	1L5ND	\$10.16										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UES	UESPX	\$374.82	\$606.37	\$527.87	\$236.97	\$167.18	\$3.5	\$31.31	\$31.31	\$3.93	\$3.93	
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	\$10.16										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	\$367.87	\$603.03	\$527.87	\$236.97	\$167.18	\$3.5	\$31.31	\$31.31	\$3.93	\$3.93	
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) **	1		UMK	UMRLW		\$131.22	\$131.22								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) **	1		UMK	UMRLP		\$136.85	\$136.85								
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) **	1					\$0.980865	\$0.980865								
LINE SHARING																	
		Line Sharing Splitter, per System 96 Line Capacity	1		ULS	ULSDA	\$152.7	\$221.09	\$0.0	\$264.79	\$0.0	\$0.0	\$0.0				
		Line Sharing Splitter, per System 24 Line Capacity	1		ULS	ULSDB	\$36.18	\$221.09	\$0.0	\$264.79	\$0.0	\$0.0	\$0.0				
		Line Sharing - per Line Activation	1		ULS	ULSDC	\$0.61	\$38.09	\$20.94	\$22.15	\$9.48	\$3.80	\$27.37	\$12.97	\$17.77	\$17.77	
		Line Sharing - per Subsequent Activity per Line Reorganization	1		ULS	ULSDS		\$34.90	\$18.18			\$3.90	\$27.37	\$12.97			
		Line Sharing-CLEC/DLEC Owned Splitter in CO-per occurrence of each group of 24 lines (48 pr)	1		ULS	ULSDG		\$57.70		\$11.59							
UNBUNDLED TRANSPORT																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU					\$0.00001										
		Common Transport - Facility Termination Per MOU					\$0.00045										
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																	

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BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim	Zone	DS	UNOC	RATES					OSS RATES											
							Res	Fret	Adj1	Discontin	Adj1	S230C	S230B	S230A	S230H	S230M	S230N	See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Shared See Order vs. Electronics-1st	Incremental Charge - Shared See Order vs. Electronics-Add'l	Incremental Charge - Shared See Order vs. Electronics-Dis 1st	Incremental Charge - Shared See Order vs. Electronics-Dis Add'l
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																							
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L50X	\$0.0101																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	\$24.15	\$81.07	\$54.82	\$33.47	\$13.78	\$3.50		\$31.31	\$31.31	\$3.99	\$3.99						
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat - Per Mile per month			U1TVX	1L50X	\$0.0101																
		Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat - Facility Termination per month			U1TVX	U1TR2	\$24.15	\$81.07	\$54.82	\$33.47	\$13.78	\$3.50		\$31.31	\$31.31	\$3.99	\$3.99						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L50X	\$0.0101																
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	\$21.41	\$81.07	\$54.82	\$33.47	\$13.78	\$3.50		\$31.31	\$31.31	\$3.99	\$3.99						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L50X	\$0.0101																
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD6	\$17.28	\$81.07	\$54.82	\$33.47	\$13.78	\$3.50		\$31.31	\$31.31	\$3.99	\$3.99						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L50X	\$0.0101																
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD8	\$17.58	\$81.07	\$54.82	\$33.47	\$13.78	\$3.50		\$31.31	\$31.31	\$3.99	\$3.99						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																							
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L50X	\$0.2067																
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	\$98.75	\$178.58	\$103.91	\$32.7	\$28.88	\$3.5		\$31.31	\$31.31	\$3.99	\$3.99						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																							
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L50X	\$4.67																
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	\$204.02	\$357.49	\$225.51	\$130.39	\$116.91	\$3.5		\$31.31	\$31.31	\$3.99	\$3.99						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1																							
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L50X	\$8.99																
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TF5	\$801.57	\$357.49	\$325.51	\$130.39	\$116.91	\$3.5		\$31.31	\$31.31	\$3.99	\$3.99						
LOCAL CHANNEL - DEDICATED TRANSPORT																							
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above-four months																							
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	\$16.96	\$388.19	\$263.33	\$73.28	\$8.39	\$12.43		\$31.31	\$31.31	\$3.99	\$3.99						
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDV2	\$16.96	\$388.19	\$263.33	\$73.28	\$8.39	\$12.43		\$31.31	\$31.31	\$3.99	\$3.99						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4	\$17.05	\$387.21	\$267.20	\$74.22	\$7.33	\$12.43		\$31.31	\$31.31	\$3.99	\$3.99						
		Local Channel - Dedicated - DS1 per month - Zone 1	1		ULDD1	ULDF1	\$41.52	\$354.94	\$307.43	\$44.38	\$30.52	\$3.5		\$31.31	\$31.31	\$3.99	\$3.99						
		Local Channel - Dedicated - DS1 per month - Zone 2	2		ULDD1	ULDF1	\$51.05	\$354.94	\$41.52	\$307.43	\$44.38	\$3.50		\$31.31	\$31.31	\$3.99	\$3.99						
		Local Channel - Dedicated - DS1 per month - Zone 3	3		ULDD1	ULDF1	\$47.29	\$354.94	\$307.43	\$44.38	\$30.52	\$3.50		\$31.31	\$31.31	\$3.99	\$3.99						
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1LRNC	\$7.91																
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	\$476.04	\$903.37	\$527.87	\$238.87	\$167.16	\$3.5		\$31.31	\$31.31	\$3.99	\$3.99						
		Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1LRNC	\$7.91																
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDF5	\$498.84	\$903.37	\$476.04	\$527.87	\$238.87	\$3.50		\$31.31	\$31.31	\$3.99	\$3.99						
MULTIPLEXERS																							
		Channelization - DS1 to DS0 Channel System			UXTD1	MO1	\$122.5	\$182.08	\$125.14	\$21.07	\$19.58	\$3.5		\$31.31	\$31.31	\$3.99	\$3.99						

BELLSOUTH / VerTec RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 8

CATEGORY	NOTE	DESCRIPTION	UNIT	RCS	UNOC	RATES					OSS RATES						
						Res	Post	Ad1	Post	Ad1	S000C	S000P	S000S	S000H	S000M	S000N	
																	Maneuvering
UNBUNDLED NETWORK ELEMENT																	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64Kbps)		UDL	1D1DD	\$1.36	\$13.16	\$9.43									
		2-wire ISDN COCI (BRI/E) - DS1 to DS0 Channel System - per month		UDN	1C1GA	\$2.92	\$13.16	\$9.43									
		Voice Grade COCI - DS1 to DS0 Channel System - per month		UEA	1D1YB	\$0.64	\$13.16	\$9.43									
		DS3 to DS1 Channel System per month		UXTD3	MC3	\$901.37	\$260.26	\$167.84	\$98.61	\$53.05	\$3.5	\$31.51	\$31.51	\$3.59	\$3.59		
		STS1 to DS1 Channel System per month		UXTS1	MC3	\$901.37											
		DS3 Interface Unit (DS1 COCI) used with Loop per month		UBL	UC1D1	\$19.39	\$13.16	\$9.43									
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel		UDF	1L8DC	\$99.84											
		NRC Dark Fiber - Local Channel		UDF	UDFC4		\$1,278.17	\$276.73	\$634.11	\$386.32	\$3.5	\$31.51	\$31.51	\$3.59	\$3.59		
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel		UDF	1L8DF	\$25.53											
		NRC Dark Fiber - Interoffice Channel		UDF	UDF14		\$1,278.17	\$276.73	\$634.11	\$386.32	\$3.5	\$31.51	\$31.51	\$3.59	\$3.59		
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop		UDF	1L8DL	\$99.84											
		NRC Dark Fiber - Local Loop		UDF	UDFL4		\$1,278.17	\$276.73	\$634.11	\$386.32	\$3.5	\$31.51	\$31.51	\$3.59	\$3.59		
TRANSPORT OTHER																	
Optional Features & Functions:																	
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel		UNC1X	COEF		\$184.85	\$23.61	\$1.89	\$0.77	\$3.5		\$29.25	\$3.59			
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel		UNC1X	COBF		\$184.85	\$23.61	\$1.89	\$0.77	\$3.5		\$29.25	\$3.59			
BXX ACCESS TEN DIGIT SCREENING																	
		BXX Access Ten Digit Screening, Per Call		QHD		\$0.0005											
		BXX Access Ten Digit Screening, Reservation Charge Per BXX Number Reserved		QHD	NBR1X		\$7.15	\$9.97					\$3.5	\$27.37	\$27.37		
		BXX Access Ten Digit Screening, Per BXX No. Established W/O POT8 Translations		QHD			\$15.88	\$1.97	\$10.04	\$9.97	\$3.5		\$27.37	\$27.37	\$17.75	\$17.75	
		BXX Access Ten Digit Screening, Per BXX No. Established With POT8 Translations		QHD	NBFX		\$15.88	\$1.97	\$10.04	\$9.97	\$3.5		\$27.37	\$27.37	\$17.75	\$17.75	
		BXX Access Ten Digit Screening, Customized Area of Service Per BXX Number		QHD	NBFCX		\$5.69	\$2.65									
		BXX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per BXX No.		QHD	NBFDX		\$5.69	\$3.61									
		BXX Access Ten Digit Screening, Change Charge Per Request		QHD	NBFAX		\$5.10	\$9.97					\$3.5	\$27.37	\$27.37		
		BXX Access Ten Digit Screening, Call Handling and Destination Features		QHD	NBFDX		\$5.69						\$3.5				
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query		QGT		\$0.00004											
		LIDB Validation Per Query		OCU		\$0.0142											
		LIDB Originating Point Code Establishment or Change					\$84.39					\$3.5					
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port				\$148.72						\$3.5					
		CCS7 Signaling Usage, Per TCAP Message				\$0.0001											
		CCS7 Signaling Connection, Per link (A link)				\$18.75	\$171.99	\$171.99	\$135.70	\$135.70	\$3.5	\$25.93	\$25.93	\$16.31	\$16.31		
		CCS7 Signaling Connection, Per link (B link) (also known as D link)				\$18.75	\$171.99	\$171.99	\$135.70	\$135.70	\$3.5	\$25.93	\$25.93	\$16.31	\$16.31		
		CCS7 Signaling Usage, Per ISUP Message				\$0.00004											
		CCS7 Signaling Usage, per link per LATA				\$376.12						\$3.5					
		CCS7 Signaling Point Code, Establishment or Change, per STP affected				\$92.00						\$3.5					
CALLING NAME (CNAM) SERVICE																	

BELLSOUTH / VwTac RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	ICS	UNOC	RATES					OBS RATES						
							Rate	Per	AMT	Per	AMT	Per LBR	Per LBR	Incremental Charge - Standard Per Order vs. Standard-Std	Incremental Charge - Standard Per Order vs. Standard-AMT	Incremental Charge - Standard Per Order vs. Standard-Dist Std	Incremental Charge - Standard Per Order vs. Standard-Dist-AMT	
																		Standard
		CHAM for DB Owners, Per Query					\$0.016											
		CHAM for Non DB Owners, Per Query					\$0.01											
		CHAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CUI)			OOV	CDDGH	\$695.00				\$3.50							
OPERATOR SERVICES AND DIRECTORY ASSISTANCE																		
OPERATOR CALL PROCESSING																		
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LDB					\$1.2											
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LDB					\$1.24											
		Oper. Call Processing - Fully Automated, per Call - Using BST LDB					\$0.20											
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LDB					\$0.20											
INWARD OPERATOR SERVICES																		
		Inward Operator Services - Verification, Per Minute					\$1.15											
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					\$1.15											
BRANDING - OPERATOR CALL PROCESSING																		
		Recording of Custom Branded OA Announcement				CBAOS	\$7,000.00	\$7,000.00	\$0.61	\$0.61								
		Loading of Custom Branded OA Announcement per shell/NAV				CBAOL	\$500.00	\$500.00			\$3.50							
DIRECTORY ASSISTANCE SERVICES																		
DIRECTORY ASSISTANCE ACCESS SERVICE																		
		Directory Assistance Access Service Calls, Charge Per Call					\$0.275											
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																		
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					\$0.10											
UNBRANDING																		
DIRECTORY TRANSPORT																		
		Directory Transport - Local Channel DS1					\$35.52	\$603.57	\$442.84	\$46.28	\$32.18	\$3.50	\$61.99	\$29.27				
		Directory Transport - DS1 Level Interoffice Per Mile					\$0.6923					\$3.5						
		Directory Transport - DS1 Level Interoffice Per Facility Termination					\$79.68	\$198.15	\$148.18	\$25.44	\$20.42	\$3.50	\$27.57	\$27.57	\$12.97	\$12.97		
		Switched Common Transport Per DA Access Service Per Call					\$0.0003					\$3.5						
		Switched Common Transport Per DA Access Service Per Call Per Mile					\$0.00003					\$3.5						
		Access Tandem Switching Per DA Access Service Per Call					\$0.0023					\$3.5						
		Directory Transport - DA Interconnection Per DA Service Call					\$0.00269					\$3.5						
		Directory Transport - Installation NRC, Per Trunk or Signaling Connection					\$200.00	\$5.00	\$173.46	\$5.00	\$3.50							
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																		
		Directory Assistance Data Base Service Charge Per Listing					\$0.04											
		Directory Assistance Data Base Service, per month				DBSOF	\$150.00											
BRANDING - DIRECTORY ASSISTANCE																		
		Custom Branding Announcement, per Recording to be used with the provision of DA				AMT	\$3,000.00	\$3,000.00										
		Loading of Custom Branded Announcement per DRAM Card/Switch				AMT	\$890.00	\$890.00										
SELECTIVE ROUTING																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USFCR	\$230.00	\$230.00			\$3.50	\$40.71	\$8.58					
VIRTUAL COLLOCATION																		

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Service	State	ICS	UROC	RATES					OBS RATES										
							Rate	Post	Adj1	Post	Adj1	Basic	Special	Special	Special	Special	Special	Special				
																			Nonworking		Working	
																			Rate	Post	Rate	Post
		Virtual Collocation - 2-wire Cross Connects (loop)			Ueac2	UEAC2	\$0.28	\$30.75	\$29.40	\$12.75	\$11.30	\$3.50										
		Virtual Collocation - 2-wire Cross Connects (port)			Ve1f2	VE1F2	\$0.28	\$30.75	\$29.40	\$12.75	\$11.30	\$3.50										
		Virtual Collocation - 4-wire Cross Connects (loop)			Ueac4	UEAC4	\$0.56	\$66.71	\$60.43	\$12.92	\$11.30	\$3.50										
		Virtual Collocation - 4-wire Cross Connects (port)			Ve1f4	VE1F4	\$0.56	\$66.71	\$60.43	\$12.92	\$11.30	\$3.50										
		Virtual Collocation - 2-Fiber Cross Connects			Cnc2f	CNC2F	\$12.10	\$55.48	\$39.19	\$18.63	\$13.47	\$3.50										
		Virtual Collocation - 4-Fiber Cross Connects			Cnc4f	CNC4F	\$21.75	\$98.71	\$60.43	\$21.96	\$18.31	\$3.50										
		Virtual Collocati - DS1 Cross Connects			Ubl1lc	CNC1X	\$7.5	\$158.000	\$14.00													
AIN SELECTIVE CARRIER ROUTING																						
		Regional Service Establishment			SRC	SRCEC		\$202,197.82	#####	\$17,181.38												
		End Office Establishment			SRC	SRCEO		\$339.75		\$3.50												
		Query NRC, per query			SRC			\$0.0031412														
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																						
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		\$197.45		\$114.22		\$3.50	\$18.90									
		AIN SMS Access Service - Port Connection - Dist/Shared Access				CAMDOP		\$64.05		\$27.04		\$3.50										
		AIN SMS Access Service - Port Connection - ISDN Access				CAM1P		\$64.05		\$27.04		\$3.50										
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		\$141.84		\$70.05		\$3.50										
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC		\$142.13		\$35.25		\$3.50										
		AIN SMS Access Service - Storage, Per Unit (100 Kbytes)					\$0.0025															
		AIN SMS Access Service - Session, Per Minute					\$0.0032															
		AIN SMS Access Service - Company Performed Session, Per Minute					\$2.08															
AIN - BELLSOUTH AIN TOOLKIT SERVICE																						
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		\$182.88		\$114.22		\$3.50	\$18.90									
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		\$5.363				\$3.50										
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		\$49.64		\$27.04		\$3.50										
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		\$49.64		\$27.04		\$3.50										
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		\$49.64		\$27.04		\$3.50										
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POOP				BAPTO		\$117.98		\$37.90		\$3.50										
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, GDP				BAPTC		\$117.98		\$37.90		\$3.50										
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		\$117.98		\$37.90		\$3.50										
		AIN Toolkit Service - Query Charge, Per Query					\$0.024															
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					\$0.008															
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kbytes					\$1.85															
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS	\$16.00	\$44.56		\$31.84		\$3.50										
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS	\$0.10	\$47.74		\$15.90	\$15.90	\$3.50										
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	\$15.90	\$44.56		\$31.84		\$3.50										
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES	\$0.003	\$47.74				\$3.50										

00UF/EDOUF/ADUF/CMD6

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
ALABAMA

Attachment 2
ENBR C
Rates - Page 11

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim	Zone	EOL	UROC	RATES					OBS RATES						
							Per	Per	Addl	Element	Per	Addl	Per	Per	Per	Per	Per	Per
ACCESS DAILY USAGE FILE (ADUF)																		
		ADUF: Message Processing, per message																
		ADUF: Data Transmission (CONNECT-DIRECT), per message																
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message																
OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message																
		ODUF: Message Processing, per message																
		ODUF: Message Processing, per Magnetic Tape copy/insert																
		ODUF: Data Transmission (CONNECT-DIRECT), per message																
ENHANCED EXTENDED LINK (EELs)																		
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																		
NOTE: Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																		
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-routine rates do not apply.)																		
NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order. (No Switch As Is Charge.)																		
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 2-Wire VG Loop(SL2)/DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2		\$20.42										
		First 2-Wire VG Grade Loop(SL2)/DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2		\$27.41										
		First 2-Wire VG Grade Loop(SL2)/DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2		\$35.99										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L50X		\$0.2087										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	UHTF1		\$59.75										
		DS1 Channelization System Per Month			UNC1X	MQ1		\$122.5										
		Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG		\$0.64										
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2		\$20.42										
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2		\$27.41										
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2		\$35.99										
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG		\$0.64										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCG			\$11.18	\$11.18	\$13.98	\$13.98	\$3.5	\$31.31	\$31.31	\$3.99	\$3.99	
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4		\$30.85						\$31.31	\$31.31	\$3.99	\$3.99	
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4		\$41.84										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 12

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	SCS	USOC	RATES				OSS RATES									
							Res	First	Adft	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
																	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$52.71													
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.2067													
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	\$68.75													
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$122.5													
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.64													
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$30.85													
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$41.84													
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$52.71													
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.64													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93			
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$32.13													
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.27													
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$44.26													
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.2067													
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	\$68.75													
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$122.5													
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64Kbps)			UNCDX	1D1DD	\$1.38													
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$32.13													
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.27													
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$44.26													
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64Kbps)			UNCDX	1D1DD	\$1.38													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93			
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$32.13													
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.27													
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$44.26													
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.2067													
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$68.75													
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$122.5													

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	Interim	Zone	BCS	USOC	RATES					OSS RATES									
						Rate	First	Add'l	First	Add'l	SOMCC	SOMAN	SOMAH	SOMAN	SOMAN	Incremental Charge - Mixed Svc Order vs. Electronic-Dia 1st Add'l	Incremental Charge - Mixed Svc Order vs. Electronic-Dia Add'l			
																		Nonrecurring	Nonrecurring	Discount
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbs)			UNCDX	1D1DD	\$1.36														
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$32.13														
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.27														
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$44.26														
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbs)			UNCDX	1D1DD	\$1.36														
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31		0	\$3.93			
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	\$101.92														
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	\$177.63														
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	\$329.04														
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.2067														
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$68.75														
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																			
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$101.92														
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$177.63														
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$329.04														
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	\$4.67														
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	\$806.02														
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	\$201.37														
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$15.39														
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$101.92														
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$177.63														
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$329.04														
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$15.39														
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$0.00	\$3.93	\$3.93				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																			
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$20.42														
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$27.41														
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$35.89														
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0101														
	Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	\$24.15														
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93				

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 14

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	SCS	UROC	RATES					OSS RATES					
							Res	Fist	AdM	Fist	AdM	SOMC	SOMN	SOMN	SOMN	SOMN	SOMN
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$30.85										
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$41.84										
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$52.71										
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0101										
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	\$21.41										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	\$10.16										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	\$374.52										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	\$4.67										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	\$804.02										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	\$10.16										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	\$387.67										
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	\$4.67										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	\$801.57										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	\$30.94										
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	\$38.78										
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	\$48.97										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	\$0.2067										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$68.75										
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	\$122.5										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination per month			UNCNX	UC1CA	\$2.92										
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	\$30.94										
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	\$38.78										
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	\$48.97										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination per month			UNCNX	UC1CA	\$2.92										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interin	Zone	SCS	UBOC	RATES				OSS RATES						
							Res	Fist	Nonrecurring		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
									Advt	First							Advt
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96			\$3.50	\$31.31	\$3.93	\$3.93
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX		\$101.92									
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX		\$177.83									
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX		\$329.04									
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX		\$4.67									
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS		\$801.57									
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3		\$201.37									
		DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1		\$15.39									
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX		\$101.92									
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX		\$177.83									
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX		\$329.04									
		DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1		\$15.39									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56		\$32.13									
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56		\$40.37									
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56		\$44.26									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX		\$0.0101									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5		\$17.28									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64		\$32.16									
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64		\$40.27									
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64		\$44.26									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX		\$0.0101									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6		\$17.28									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93
		ADDITIONAL NETWORK ELEMENTS															
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.															
		Node (Synchronous)															
		Node per month			UNCDX	UNCNT		\$15.77									

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 16

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interin	Zone	BCS	UROC	RATES					OSS RATES							
							Nonrecurring		Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
							Fee	Firt	Adt1	Firt							Adt1		
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																	
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC	\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93			
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC	\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93			
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC	\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93			
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC	\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93			
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNC SX	UNCCC	\$11.18	\$11.18	\$13.96	\$13.96	\$3.50		\$31.31	\$31.31	\$3.93	\$3.93			
		NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDV2	\$15.96												
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDV4	\$17.06												
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	\$41.52												
		Local Channel - Dedicated - DS1 Per Month Zone 2		2	UNC1X	ULDF1	\$61.05												
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	\$47.29												
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1LSNC	\$7.91												
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULD F3	\$478.04												
		Local Channel - Dedicated - STS-1- Per Mile per month			UNC SX	1LSNC	\$7.91												
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNC SX	ULD F3	\$466.84												

BELLSOUTH / VarTec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 17

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interm	Zone	ICS	USOC	RATES				OSS RATES					
							Nonrecurring		Dissemination		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							Res	First	Advt	First						
<p>Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.</p>																
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	\$13.75	\$83.20	\$36.12	\$66.97	\$10.35	\$3.50	\$19.99			
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	\$20.13	\$83.20	\$36.12	\$66.97	\$10.35	\$3.50	\$19.99			
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	\$44.40	\$83.20	\$36.12	\$66.97	\$10.35	\$3.50	\$19.99			
		Engineering Information Document (EI)			UEANL		\$28.77	\$28.77								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC	\$16.31	\$16.31								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL	\$23.24	\$23.24								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	\$18.48	\$218.96	\$136.44	\$113.41	\$20.58	\$3.50	\$19.99			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	\$22.43	\$218.96	\$136.44	\$113.41	\$20.58	\$3.50	\$19.99			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	\$27.87	\$218.96	\$136.44	\$113.41	\$20.58	\$3.50	\$19.99			
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$23.24	\$23.24								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	\$18.48	\$218.96	\$136.44	\$113.41	\$20.58	\$3.50	\$19.99			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	\$22.43	\$218.96	\$136.44	\$113.41	\$20.58	\$3.50	\$19.99			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	\$27.87	\$218.96	\$136.44	\$113.41	\$20.58	\$3.50	\$19.99			
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$23.24	\$23.24								
4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	\$24.26	\$141.00	\$43.00	\$122.15	\$27.42	\$3.50	\$19.99			
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	\$35.51	\$141.00	\$43.00	\$122.15	\$27.42	\$3.50	\$19.99			
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	\$78.35	\$141.00	\$43.00	\$122.15	\$27.42	\$3.50	\$19.99			
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$23.24	\$23.24								
2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U112X	\$32.34	\$308.00	\$283.00			\$3.50	\$19.99			
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U112X	\$47.35	\$308.00	\$283.00			\$3.50	\$19.99			
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U112X	\$104.47	\$308.00	\$283.00			\$3.50	\$19.99			
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL	\$23.24	\$23.24								
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	\$28.33	\$238.33	\$155.81	\$111.10	\$18.28	\$3.50	\$19.99			
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	\$34.45	\$238.33	\$155.81	\$111.10	\$18.28	\$3.50	\$19.99			
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	\$36.82	\$238.33	\$155.81	\$111.10	\$18.28	\$3.50	\$19.99			
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop														
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	\$12.78	\$113.85	\$99.61	\$154.23	\$35.23	\$3.50	\$19.99			
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	\$18.72	\$113.85	\$99.61	\$154.23	\$35.23	\$3.50	\$19.99			

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BELLSOUTH / VarTec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 18

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	ICS	USOC	RATES				OSS RATES								
							Fee	First	Advt	Disconn	See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Manual See Order vs. Electronic-1st	Incremental Charge - Manual See Order vs. Electronic-Advt	Incremental Charge - Manual See Order vs. Electronic-Disc 1st	Incremental Charge - Manual See Order vs. Electronic-Disc Advt			
																	Nonrecurring	Nonrecurring	Disconn
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	\$41.29	\$113.85	\$99.81	\$154.23	\$35.23	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$23.24											
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	\$12.78	\$258.86	\$175.48	\$108.29	\$15.46	\$3.50	\$19.99						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	\$18.72	\$258.86	\$175.48	\$108.29	\$15.46	\$3.50	\$19.99						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	\$41.29	\$258.86	\$175.48	\$108.29	\$15.46	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$23.24											
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	\$9.80	\$113.85	\$99.81	\$154.23	\$35.23	\$3.50	\$19.99						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	\$14.35	\$113.85	\$99.81	\$154.23	\$35.23	\$3.50	\$19.99						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	\$31.85	\$113.85	\$99.81	\$154.23	\$35.23	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$23.24											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	\$9.80	\$276.19	\$192.81	\$108.29	\$15.46	\$3.50	\$19.99						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	\$14.35	\$276.19	\$192.81	\$108.29	\$15.46	\$3.50	\$19.99						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	\$31.85	\$276.19	\$192.81	\$108.29	\$15.46	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$23.24											
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	\$14.75	\$116.91	\$101.71	\$161.19	\$26.10	\$3.50	\$19.99						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	\$21.59	\$116.91	\$101.71	\$161.19	\$26.10	\$3.50	\$19.99						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	\$47.84	\$116.91	\$101.71	\$161.19	\$26.10	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$23.24											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	\$14.75	\$333.40	\$250.01	\$114.30	\$19.58	\$3.50	\$19.99						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	\$21.58	\$333.40	\$250.01	\$114.30	\$19.58	\$3.50	\$19.99						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	\$47.84	\$333.40	\$250.01	\$114.30	\$19.58	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$23.24											
		4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	\$64.69	\$540.00	\$465.00			\$3.50	\$19.99						
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	\$94.71	\$540.00	\$465.00			\$3.50	\$19.99						
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	\$208.93	\$540.00	\$465.00			\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time			USL	OCOSL		\$36.18											
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	\$39.08	\$260.18	\$177.86	\$122.15	\$27.42	\$3.50	\$19.99						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	\$57.21	\$260.18	\$177.86	\$122.15	\$27.42	\$3.50	\$19.99						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	\$126.22	\$260.18	\$177.86	\$122.15	\$27.42	\$3.50	\$19.99						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	\$39.08	\$260.18	\$177.86	\$122.15	\$27.42	\$3.50	\$19.99						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	\$57.21	\$260.18	\$177.86	\$122.15	\$27.42	\$3.50	\$19.99						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	\$126.22	\$260.18	\$177.86	\$122.15	\$27.42	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$23.24											
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	\$39.08	\$260.18	\$177.86	\$122.15	\$27.42	\$3.50	\$19.99						

BELLSOUTH / VarTec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 19

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interba	Zone	SCS	USDC	RATES					OSS RATES							
							Nonrecurring		Dissemination			SOMSC	SOMM	SOMH	SOMN	SOMAN	SOMHN		
							Fee	First	Adm1	First	Adm1								
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	\$57.21	\$260.18	\$177.66	\$122.15	\$27.42	\$3.5	\$19.99						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL84	\$126.22	\$260.18	\$177.66	\$122.15	\$27.42	\$3.5	\$19.99						
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$23.24											
		2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	\$18.60	\$ 389.64	\$ 251.26	154.23	35.23	\$3.50	\$19.99						
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	\$27.23	\$ 389.64	\$ 251.26	154.23	35.23	\$3.50	\$19.99						
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	\$60.07	\$ 389.64	\$ 251.26	154.23	35.23	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	\$18.60	\$257.00	\$173.62	\$108.29	\$15.46	\$3.50	\$19.99						
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	\$27.23	\$257.00	\$173.62	\$108.29	\$15.46	\$3.50	\$19.99						
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	\$60.07	\$257.00	\$173.62	\$108.29	\$15.46	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	\$48.79	\$ 331.86	\$ 193.27	154.23	35.23	\$3.50	\$19.99						
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	\$58.13	\$ 331.86	\$ 193.27	154.23	35.23	\$3.50	\$19.99						
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	\$71.17	\$ 331.86	\$ 193.27	154.23	35.23	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	\$48.79	\$ 199.01	\$ 115.63	108.29	15.46	\$3.50	\$19.99						
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	\$58.13	\$ 199.01	\$ 115.63	108.29	15.46	\$3.50	\$19.99						
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	\$71.17	\$ 199.01	\$ 115.63	108.29	15.46	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.06	\$3.5	\$19.99						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.06	\$3.5	\$19.99						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.06	\$3.5	\$19.99						
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		\$16.31	\$16.31										
		Engineering Information Document			UEQ			\$26.77	\$26.77										
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		\$78.92	\$78.92										
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		\$23.33	\$23.33										
		4-WIRE COPPER LOOP																	
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	\$25.56	\$ 438.27	\$ 299.66	161.19	39.76	\$3.50	\$19.99						
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	\$30.53	\$ 438.27	\$ 299.66	161.19	39.76	\$3.50	\$19.99						
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	\$32.24	\$ 438.27	\$ 299.66	161.19	39.76	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	\$25.56	\$305.43	\$222.05	\$114.30	\$19.58	\$3.50	\$19.99						
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	\$30.53	\$305.43	\$222.05	\$114.30	\$19.58	\$3.50	\$19.99						
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	\$32.24	\$305.43	\$222.05	\$114.30	\$19.58	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	\$82.70	\$360.29	\$241.70	\$161.19	\$39.76	\$3.50	\$19.99						

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 20

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	bsn	Zone	ICS	USOC	RATES				OSS RATES								
							Res	First	Add'l	Disconn't	SOMPC	SOMW	SOMAN	SOMAN	SOMAN	SOMAN			
																	Nonrec'ring	Nonrec'ring	Sve Order Submitted ELEM per LSR
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	\$119.02	\$380.29	\$241.70	\$161.19	\$39.76	\$3.50	\$19.99						
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	\$147.54	\$380.29	\$241.70	\$161.19	\$39.76	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	\$82.70	\$247.44	\$164.06	\$114.30	\$19.58	\$3.50	\$19.99						
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	\$119.02	\$247.44	\$164.06	\$114.30	\$19.58	\$3.50	\$19.99						
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	\$147.54	\$247.44	\$164.06	\$114.30	\$19.58	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
LOOP MODIFICATION																			
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ	ULM2L		\$65.40	\$65.40										
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL	ULM2G		\$710.71	\$23.77										
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18k ft			UHL, UCL	ULM4L		\$65.40	\$65.40										
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		\$710.71	\$23.77										
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF	ULMBT		\$65.44	\$65.44										
SUB-LOOPS																			
		Sub-Loop Distribution																	
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL	USBSA		\$711.78	\$711.78			\$3.50	\$19.99						
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL	USBSB		\$45.28	\$45.28			\$3.50	\$19.99						
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		\$333.44	\$333.44			\$3.50	\$19.99						
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		\$109.85	\$109.85			\$3.50	\$19.99						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	\$9.36	\$139.20	\$61.94	\$96.49	\$13.06	\$3.50	\$19.99						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	\$12.49	\$139.20	\$61.94	\$96.49	\$13.06	\$3.50	\$19.99						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	\$16.13	\$139.20	\$61.94	\$96.49	\$13.06	\$3.50	\$19.99						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$23.24	\$23.24										
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	\$10.12	\$165.66	\$86.42	\$104.31	\$17.15	\$3.50	\$19.99						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	\$18.29	\$165.66	\$86.42	\$104.31	\$17.15	\$3.50	\$19.99						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	\$26.09	\$165.66	\$86.42	\$104.31	\$17.15	\$3.50	\$19.99						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$23.24	\$23.24										
		Sub-Loop 2-Wire Intra-Building Network Cable (INC)			UEANL	USBR2	\$3.87	\$113.62	\$36.36	\$96.49	\$13.06	\$3.50	\$19.99						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$23.24	\$23.24										
		Sub-Loop 4-Wire Intra-Building Network Cable (INC)			UEANL	USBR4	\$7.32	\$126.10	\$48.84	\$104.31	\$17.15	\$3.50	\$19.99						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$23.24	\$23.24										
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	\$7.91	\$139.20	\$61.94	\$96.49	\$13.06	\$3.50	\$19.99						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	\$10.37	\$139.20	\$61.94	\$96.49	\$13.06	\$3.50	\$19.99						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	\$12.76	\$139.20	\$61.94	\$96.49	\$13.06	\$3.50	\$19.99						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$23.24	\$23.24										
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	\$7.11	\$165.66	\$86.42	\$104.31	\$17.15	\$3.50	\$19.99						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	\$11.26	\$165.66	\$86.42	\$104.31	\$17.15	\$3.50	\$19.99						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	\$16.92	\$165.66	\$86.42	\$104.31	\$17.15	\$3.50	\$19.99						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$23.24	\$23.24										

BELLSOUTH / VerTec RATES
 Unbundled Network Elements
 FLORIDA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	BCS	USOC	RATES				OSS RATES						
							Res	Nonrecurring		Disconnect	SOMEC	SOMAN	SOSMN	SOSMN	SOSMN	SOSMN	SOSMN
								First	Advt								
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UE NTW	UNECH											
		Unbundled Contract Name, Provisioning Only - no rate			UAL,UCL,UDC,UDLU DN,UEA,UHL,LULC	UNECH	\$0.0	\$0.0									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	\$0.0	\$0.0									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	\$0.0	\$0.0									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	\$0.0	\$0.0									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	\$0.0	\$0.0									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
NOTE: 4 month minimum billing period																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	\$11.77										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UESPX	\$404.58	\$903.37	\$528.05	\$221.46	\$154.90	\$3.5	\$25.4				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	\$11.77										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	\$446.09	\$903.37	\$528.05	\$221.46	\$154.9	\$3.5	\$25.4				
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual). **			UMK	UMKLV		\$48.07	\$48.07								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual). **			UMK	UMKLP		\$50.97	\$50.97								
		Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized) **						\$0.6888	\$0.6888								
LINE SHARING																	
		Line Sharing Splitter, per System 96 Line Capacity	1		ULS	ULSDA	\$100.00	\$150.00	\$0.0	\$150.00	\$0.0	\$0.0	\$0.0				
		Line Sharing Splitter, per System 24 Line Capacity	1		ULS	ULSDB	\$25.00	\$150.00	\$0.0	\$150.00	\$0.0	\$0.0	\$0.0				
		Line Sharing - per Line Activation	1		ULS	ULSDC	\$0.61	\$40.00	\$22.00		\$3.50	\$19.99					
		Line Sharing - per Subsequent Activity per Line Rearrangement	1		ULS	ULSDS		\$30.00	\$15.00		\$3.50	\$19.99					
UNBUNDLED TRANSPORT																	
COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU					\$0.0000039										
		Common Transport - Facilities Termination Per MOU					\$0.0004579										
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	\$0.0098										
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	\$26.52	\$81.09	\$54.83	\$31.01	\$12.78	\$3.5	\$24.5				
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	\$0.0098										
		Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	\$26.52	\$81.09	\$54.83	\$31.01	\$12.78	\$3.50	\$3.50	\$0.00	\$0.00		
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	\$0.0098										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 24

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES						
							Rate	First	Add'l	Disconnect	Svs Order Submitted Else per LSR	Svs Order Submitted Monthly per LSR	Incremental Charge - Manual Svs Order vs. Electronic-1st	Incremental Charge - Manual Svs Order vs. Electronic-Add'l	Incremental Charge - Manual Svs Order vs. Electronic-Dis 1st	Incremental Charge - Manual Svs Order vs. Electronic-Dis Add'l	
																	Nonrecurring
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	\$23.64	\$81.09	\$54.83	\$31.01	\$12.78	\$3.5	\$25.4				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	\$0.0098										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	\$19.31	\$81.11	\$54.83	\$31.01	\$12.78	\$3.5	\$25.4				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	\$0.0098										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	\$19.31	\$81.11	\$54.83	\$31.01	\$12.78	\$3.50	\$25.4	\$0.00	\$0.00	\$0.00	\$0.00
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	\$0.2000										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	\$92.62	\$178.59	\$163.66	\$30.30	\$26.76	\$3.5	\$25.4				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3															
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	\$4.17										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	\$1,121.93	\$557.69	\$325.61	\$111.56	\$108.34	\$3.5	\$25.4				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1															
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	\$4.17										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	\$1,105.98	\$557.69	\$325.61	\$111.56	\$108.34	\$3.5	\$25.4				
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months															
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1	1		ULCVX	ULDV2	\$29.33	\$386.34	\$66.36	\$67.91	\$5.92	\$3.5	\$25.4				
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2	2		ULCVX	ULDV2	\$35.02	\$386.34	\$29.33	\$66.36	\$67.91	\$3.5	\$25.4				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per month - Zone 1	1		ULCVX	ULDR2	\$29.33	\$386.34	\$66.36	\$67.91	\$5.92	\$3.50	\$25.4	\$0.00	\$0.00	\$0.00	\$0.00
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 2	2		ULCVX	ULDR2	\$35.02	\$386.34	\$29.33	\$66.36	\$67.91	\$3.50	\$25.4	\$0.00	\$0.00	\$0.00	\$0.00
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1	1		UNCVX	ULDV4	\$30.5										
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2	2		UNCVX	ULDV4	\$36.18										
		Local Channel - Dedicated - DS1 per month - Zone 1	1		ULDD1	ULDF1	\$43.53	\$355.08	\$307.54	\$41.13	\$28.28	\$3.5	\$25.4				
		Local Channel - Dedicated - DS1 per month - Zone 2	2		ULDD1	ULDF1	\$58.19	\$355.08	\$43.53	\$307.54	\$41.13	\$3.50	\$25.4	\$0.00	\$0.00	\$0.00	\$0.00
		Local Channel - Dedicated - DS1 per month - Zone 3	3		ULDD1	ULDF1	\$106.24	\$355.08	\$307.54	\$41.13	\$28.28	\$3.50	\$25.4	\$0.00	\$0.00	\$0.00	\$0.00
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	\$9.16										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	\$568.27	\$903.37	\$528.05	\$221.46	\$154.9	\$3.5	\$25.4				
		Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1L5NC	\$9.16										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	\$565.48	\$903.37	\$528.05	\$221.46	\$154.9	\$3.50	\$25.4	\$0.00	\$0.00	\$0.00	\$0.00
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	\$153.60	\$182.14	\$125.18	\$19.52	\$18.14	\$3.5	\$25.4				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	\$2.20	\$13.16	\$9.43								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	\$3.83	\$13.16	\$9.43								

BELLSOUTH / VarTec RATES
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	SCS	USOC	RATES					OSS RATES						
							Nonrecurring		Dissemination			See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Manual See Order vs. Electronic-1st	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-Dis 1st	Incremental Charge - Manual See Order vs. Electronic-Dis Add'l	
							Per	Flat	Per	Flat	Per							Per
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	\$1.45	\$13.16	\$9.43									
		DS3 to DS1 Channel System per month			UXTD3	MG3	\$220.97	\$358.40	\$188.00	\$61.64	\$58.98	\$3.5	\$25.4					
		STS1 to DS1 Channel System per month			UXTS1	MG3	\$220.97	\$358.40	\$188.00	\$61.64	\$58.98	\$3.50	\$25.4					
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	\$14.40	\$13.16	\$9.43									
DARK FIBER																		
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	\$58.35											
		NRC Dark Fiber - Local Channel			UDF	UDFC4		\$1,278.82	\$275.82	\$587.64	\$368.34	\$3.5	\$25.4					
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	\$28.82											
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		\$1,278.82	\$275.82	\$587.64	\$368.34	\$3.50	\$25.4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	\$58.35											
		NRC Dark Fiber - Local Loop			UDF	UDFL4		\$1,278.82	\$275.82	\$587.64	\$368.34	\$3.50	\$25.4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSPORT OTHER																		
Optional Features & Functions:																		
		Clear Channel Capability (B6ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		\$184.92	\$23.82	\$2.07	\$0.80	\$3.50	\$21.73			\$3.87	\$3.87	
		Clear Channel Capability (B6ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		\$184.92	\$23.82	\$2.07	\$0.80	\$3.50	\$21.73			\$3.87	\$3.87	
8XX ACCESS TEN DIGIT SCREENING																		
		8XX Access Ten Digit Screening, Per Call			OHD		\$0.00065											
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X												
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD													
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX												
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX												
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX												
		8XX Access Ten Digit Screening, Charge Charge Per Request			OHD	N8FAX												
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8PDX												
LINE INFORMATION DATA BASE ACCESS (LDB)																		
SIGNALING (CCS7)																		
		CCS7 Signaling Termination, Per STP Port					\$113.00					\$3.50						
		CCS7 Signaling Usage, Per TCAP Message					\$0.00004											
		CCS7 Signaling Connection, Per link (A link)					\$5.00	\$400.00	\$400.00			\$3.50						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)					\$5.00	\$400.00	\$400.00			\$3.50						
		CCS7 Signaling Usage, Per ISUP Message					\$0.00001											
		CCS7 Signaling Usage Surrogate, per link per LATA					\$64.00					\$3.50						
		CCS7 Signaling Point Code, Establishment or Change, per STP affected						\$62.00	\$62.00			\$3.50						
CALLING NAME (CNAM) SERVICE																		
		CNAM for DB Owners, Per Query					\$0.016											
		CNAM for Non-DB Owners, Per Query					\$0.01											
		CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		\$595.00			\$3.50	\$19.99						
OPERATOR SERVICES AND DIRECTORY ASSISTANCE																		

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interin	Zone	ECS	USOC	RATES				OSS RATES						
							Res	First	Add'l	Disconnect	Sve Order Submitted Bse per LSR	Sve Order Submitted Monthly per LSR	Incremental Charge - Manual Sve Order vs. Electronic-1st	Incremental Charge - Manual Sve Order vs. Electronic-Add'l	Incremental Charge - Manual Sve Order vs. Electronic-Due 1st	Incremental Charge - Manual Sve Order vs. Electronic-Due Add'l	
																	First
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB															
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB															
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB															
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB															
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call															
		Inward Operator Services - Verification and Emergency Interrupt - Per Call															
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		\$7,000.00	\$7,000.00	\$9.61	\$9.61						
		Loading of Custom Branded OA Announcement per shell/NAV				CBAOL		\$500.00	\$500.00			\$3.50	\$19.99				
DIRECTORY ASSISTANCE SERVICES																	
DIRECTORY ASSISTANCE ACCESS SERVICE																	
		Directory Assistance Access Service Calls, Charge Per Call						\$0.275									
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																	
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt						\$0.10									
UNBRANDING																	
DIRECTORY TRANSPORT																	
		Directory Transport - Local Channel DS1						\$43.64	\$242.45	\$226.44			\$3.50				
		Directory Transport - DS1 Level Interoffice Per Mile						\$0.6013					\$3.5				
		Directory Transport - DS1 Level Interoffice Per Facility Termination						\$89.79	\$45.91	\$44.18			\$3.50				
		Switched Common Transport Per DA Access Service Per Call						\$0.0003					\$3.5				
		Switched Common Transport Per DA Access Service Per Call Per Mile						\$0.00001					\$3.5				
		Access Tandem Switching Per DA Access Service Per Call						\$0.00055					\$3.5				
		Directory Transport - Installation NRC, Per Trunk or Signaling Connection							\$206.06	\$4.71			\$3.50				
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																	
		Directory Assistance Data Base Service Charge Per Listing						\$0.04									
		Directory Assistance Data Base Service, per month						\$150.00									
BRANDING - DIRECTORY ASSISTANCE																	
		Custom Branding Announcement, per Recording to be used with the provision of DA				AMT	CBADA	\$3,000.00	\$3,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch				AMT	CBADC	\$690.00	\$690.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						USRCR	\$229.65	\$229.65			\$3.50	\$21.56	\$21.56	\$3.84	\$3.84
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connects (loop)				ueat,uea,ufn,udc,ust,u		UEAC2	\$0.0297	\$33.86	\$31.95		\$3.50				
		Virtual Collocation - 2-wire Cross Connects (port)				h,uc,ueq		VE1R2	\$0.0502	\$11.57	\$11.57		\$3.50				
		Virtual Collocation - 4-wire Cross Connects (loop)				uea,uh,ud,ust		UEAC4	\$0.0594	\$33.99	\$32.00		\$3.50				
		Virtual Collocation - 4-wire Cross Connects (port)						VE1R4	\$0.0502	\$11.57	\$11.57		\$3.50				
		Virtual Collocation - DS1 Cross Connects				USLULC		CNC1X	\$1.37	\$53.90	\$40.2						
AIN SELECTIVE CARRIER ROUTING																	

BELLSOUTH / VarTec RATES
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Exhibit C
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interin	Zone	SCS	USOC	RATES				OSS RATES							
							Res	First	Add'l	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l
		Regional Service Establishment			SRC	SRCEC	\$391,788.00	#####										
		End Office Establishment			SRC	SRCEO	\$320.53	\$320.53										
		Line/Port NRC, per end user			SRC	SRCLP	\$2.06	\$2.06										
		Query NRC, per query			SRC		\$0.000448											
AIN - BELLSOUTH AIN SMS ACCESS SERVICE		AIN, per message				CAM	\$0.00004											
AIN - BELLSOUTH AIN TOOLKIT SERVICE																		
ODUF/EDOUF/ADUF/CMS																		
		ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message					\$0.004											
		ADUF: Data Transmission (CONNECT:DIRECT), per message					\$0.001											
		ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					\$0.004											
		OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					\$0.008											
		ODUF: Message Processing, per message					\$0.004											
		ODUF: Message Processing, per Magnetic Tape provisioned					\$54.95											
		ODUF: Data Transmission (CONNECT:DIRECT), per message					\$0.001											
ENHANCED EXTENDED LINK (EELs)																		
		NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																
		NOTE: Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
		NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																
		NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order. (No Switch As Is Charge.)																
		2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2)DS1 Interofficed Transport Combination - Zone 1	1		UNCVX	UEAL2	\$18.48	\$194.11	\$92.91	\$75.07	\$11.18	\$3.5	\$25.4					
		First 2-Wire VG Grade Loop(SL2)DS1 Interofficed Transport Combination - Zone 2	2		UNCVX	UEAL2	\$22.43	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4					
		First 2-Wire VG Grade Loop(SL2)DS1 Interofficed Transport Combination - Zone 3	3		UNCVX	UEAL2	\$27.87	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4					
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	\$0.2											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$92.92	\$295.9	\$214.01	\$72.12	\$31.8	\$3.5	\$25.4					
		DS1 Channelization System Per Month			UNC1X	MQ1	\$153.6	\$123.46	\$26.7	\$3.13	\$2.82							
		Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	\$1.46	\$12.16	\$8.77									
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1	1		UNCVX	UEAL2	\$18.48	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4					
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2	2		UNCVX	UEAL2	\$22.43	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4					

BELLSOUTH / Var/Tec RATES
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Attachment 2
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 Rates - Page 28

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inherits	Zone	BCS	USOC	RATES					OSS RATES							
							Fee	First	Add'l	Disconnect	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
																		Nonrecurring	Nonrecurring
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$27.87	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.40						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.45	\$12.16	\$8.77										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.5	\$25.4						
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$30.2	\$194.11	\$92.91	\$75.07	\$11.18	\$3.5	\$25.4						
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.01	\$194.11	\$92.91	\$75.07	\$11.18	\$3.5	\$25.4						
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$64.2	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.2												
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	\$92.62	\$295.9	\$214.01	\$72.12	\$31.8	\$3.50	\$25.4						
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$153.6	\$123.46	\$26.7	\$3.13	\$2.82								
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.45	\$12.16	\$8.77										
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$30.2	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.01	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$64.2	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.45	\$12.16	\$8.77										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4						
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$33.90	\$194.11	\$92.91	\$75.07	\$11.18	\$3.5	\$25.4						
		First 4-wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$44.72	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4						
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$50.85	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.2												
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	\$92.62	\$295.9	\$214.01	\$72.12	\$31.8	\$3.5	\$25.4						
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$153.6	\$123.46	\$26.7	\$3.13	\$2.82								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64Kbps)			UNCDX	1D1DD	\$2.20	\$12.16	\$8.77										
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$33.9	\$194.11	\$92.91	\$75.07	\$11.18	\$3.5	\$25.4						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$44.72	\$194.11	\$92.91	\$75.07	\$11.18	\$3.5	\$24.4						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$50.85	\$194.11	\$92.91	\$75.07	\$11.18	\$3.5	\$25.4						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64Kbps)			UNCDX	1D1DD	\$2.2	\$12.16	\$8.77										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4						
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	UBOC	RATES					OSS RATES					
							Rate	Nonrecurring		Discontinuing		SOME2	SOME1	SOME4	SOME3	SOME5	SOME6
								Flat	Advt	Flat	Advt						
								Nonrecurring	Discontinuing	Nonrecurring	Discontinuing						
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$33.90	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4				
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$44.72	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4				
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$50.85	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.2										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$92.62	\$295.90	\$214.01	\$72.12	\$31.80	\$3.50	\$25.4				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$153.6	\$123.46	\$26.70	\$3.13	\$2.82						
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNCDX	1D1DD	\$2.20	\$12.16	\$8.77								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$33.90	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4				
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$44.72	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4				
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$50.85	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.4				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNCDX	1D1DD	\$2.20	\$12.16	\$8.77								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNC1X	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	\$92.48	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	\$119.62	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	\$194.70	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.2										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$92.62	\$295.90	\$214.01	\$72.12	\$31.80	\$3.50	\$25.4				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNC1X	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$92.48	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$119.62	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$194.70	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	\$4.17										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	\$1,121.93	\$507.49	\$221.03	\$54.07	\$28.12	\$3.50	\$25.4				
		DS3 to DS1 Channel System combination per month			UNC3X	MG3	\$220.97	\$324.32	\$127.61	\$29.87	\$15.31						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$14.40	\$12.16	\$8.77								
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$92.48	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$119.62	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$194.70	\$348.66	\$207.86	\$82.21	\$25.61	\$3.50	\$25.4				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$14.40	\$12.16	\$8.77								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNC3X	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4				
		2-WIRE VOICE GRADE EXTENDED LOOP/2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															

BELLSOUTH / VarTec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 30

CATEGORY	NOTES	InterIn	Zone	BCS	USOC	RATES					OSS RATES					
						Nonrecurring		Dissemination			Sve Order Submitted Eln per LSP	Sve Order Submitted Monthly per LSP	Incremental Charge - Manual Sve Order vs. Electronic-1st	Incremental Charge - Manual Sve Order vs. Electronic-Add'l	Incremental Charge - Manual Sve Order vs. Electronic-Dis 1st	Incremental Charge - Manual Sve Order vs. Electronic-Dis Add'l
						Res	First	Adtl	First	Adtl						
UNBUNDLED NETWORK ELEMENT																
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$18.48	\$194.11	\$92.91	\$75.07	\$11.18						
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$22.43	\$194.11	\$92.91	\$75.07	\$11.18						
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$27.87	\$194.11	\$92.91	\$75.07	\$11.18						
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0098										
	Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	\$26.52	\$149.56	\$86.00	\$71.35	\$31.91	\$3.5	\$25.40				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNCVX	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4				
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$30.2	\$194.11	\$92.91	\$75.07	\$11.18						
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.01	\$194.11	\$92.91	\$75.07	\$11.18	\$0.0	\$0.0				
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$64.2	\$194.11	\$92.91	\$75.07	\$11.18	\$0.0	\$0.0				
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0098										
	Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	\$23.64	\$149.56	\$86.00	\$71.36	\$31.91	\$3.5	\$25.40				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNCVX	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4				
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	\$11.77										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	\$404.58	\$767.81	\$545.54								
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	\$4.17										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	\$1,121.93	\$507.49	\$221.03	\$54.07	\$28.12	\$3.5	\$25.40				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNC3X	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4				
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	\$11.00										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	\$446.09	\$761.81	\$545.54								
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	\$4.17										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	\$1,105.98	\$611.26	\$249.61	\$66.32	\$36.47	\$3.5	\$25.40				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNCSX	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$3.50	\$25.4				
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	\$28.33	\$194.11	\$92.91	\$75.07	\$11.18	\$3.5	\$25.40				
	First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	\$34.45	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.40				
	First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	\$135.62	\$194.11	\$92.91	\$75.07	\$11.18	\$3.50	\$25.40				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	\$0.2										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$92.62	\$295.9	\$214.01	\$72.12	\$31.8	\$3.5	\$25.40				

BELLSOUTH / VarTec RATES
Unbundled Network Elements
GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES														
							Res	First	Add'l	Disconnect	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN									
																		Nonrecurring								
Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_cled/docs/interconnection/deavuzne.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.																										
UNBUNDLED EXCHANGE ACCESS LOOP																										
2-WIRE ANALOG VOICE GRADE LOOP																										
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	\$14.21	\$42.54	\$31.33				\$3.50		\$18.94	\$8.42										
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	\$16.41	\$42.54	\$31.33				\$3.50		\$18.94	\$8.42										
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	\$26.08	\$42.54	\$31.33				\$3.50		\$18.94	\$8.42										
		Engineering Information Document (EI)			UEANL			\$28.72	\$28.72																	
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		\$36.46	\$36.46																	
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		\$34.22	\$34.22																	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	\$16.84	\$104.17	\$78.10				\$3.50		\$18.94	\$8.42										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	\$19.45	\$104.17	\$78.10				\$3.50		\$18.94	\$8.42										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	\$30.92	\$104.17	\$78.10				\$3.50		\$18.94	\$8.42										
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$34.22	\$34.22																	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	\$16.84	\$104.17	\$78.10				\$3.50		\$18.94	\$8.42										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	\$19.45	\$104.17	\$78.10				\$3.50		\$18.94	\$8.42										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	\$30.92	\$104.17	\$78.10				\$3.50		\$18.94	\$8.42										
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$34.22	\$34.22																	
4-WIRE ANALOG VOICE GRADE LOOP																										
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	\$22.26	\$208.96	\$170.57				\$3.50		\$18.94	\$8.42										
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	\$25.70	\$208.96	\$170.57				\$3.50		\$18.94	\$8.42										
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	\$40.86	\$208.96	\$170.57				\$3.50		\$18.94	\$8.42										
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$34.22	\$34.22																	
2-WIRE ISDN DIGITAL GRADE LOOP																										
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	\$21.89	\$233.38	\$180.35				\$3.50		\$18.94	\$8.42										
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	\$25.27	\$233.38	\$180.35				\$3.50		\$18.94	\$8.42										
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	\$40.17	\$233.38	\$180.35				\$3.50		\$18.94	\$8.42										
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		\$34.22	\$34.22																	
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																										
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	\$16.84	\$104.17	\$78.1				\$3.50		\$18.94	\$8.42										
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		1	UDC	UDC2X	\$19.45	\$104.17	\$78.1				\$3.50		\$18.94	\$8.42										
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		1	UDC	UDC2X	\$30.92	\$104.17	\$78.1				\$3.50		\$18.94	\$8.42										
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																										
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	\$11.23	\$281.87	\$163.58	\$115.19	\$21.44		\$3.50	\$19.99												
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	\$12.97	\$281.87	\$163.58	\$115.19	\$21.44		\$3.50	\$19.99												

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
Exhibit C
Rates - Page 34

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES							
							Fee	First	Add'l	Disconnect	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
																		Recurring	Recurring
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	\$20.62	\$281.87	\$163.58	\$115.19	\$21.44	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$34.22											
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	1	1	UAL	UAL2W	\$11.23	\$104.17	\$78.10	\$97.18	\$15.99	\$3.50		\$18.94	\$8.42				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	1	2	UAL	UAL2W	\$12.97	\$104.17	\$78.10	\$97.18	\$15.99	\$3.50		\$18.94	\$8.42				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	1	3	UAL	UAL2W	\$20.62	\$104.17	\$78.10	\$97.18	\$15.99	\$3.50		\$18.94	\$8.42				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$34.22											
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	\$7.88	\$298.99	\$180.70	\$115.19	\$21.44	\$3.50	\$19.99						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	\$9.09	\$298.99	\$180.7	\$115.19	\$21.44	\$3.50	\$19.99						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	\$14.46	\$298.99	\$180.70	\$115.19	\$21.44	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$34.22											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	1	UHL	UHL2W	\$7.88	\$104.17	\$78.1			\$3.50		\$18.94	\$8.42				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	1	2	UHL	UHL2W	\$9.09	\$104.17	\$78.1			\$3.50		\$18.94	\$8.42				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	1	3	UHL	UHL2W	\$14.48	\$104.17	\$78.1			\$3.50		\$18.94	\$8.42				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$34.22											
		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	1	UHL	UHL4X	\$10.39	\$355.5	\$237.21	\$121.27	\$25.61	\$3.50	\$19.99						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	\$12.00	\$355.5	\$237.21	\$121.27	\$25.61	\$3.50							
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	1	3	UHL	UHL4X	\$19.07	\$355.5	\$237.21	\$121.27	\$25.61	\$3.50	\$19.99						
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$34.22											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	1	UHL	UHL4W	\$10.39	\$104.17	\$78.1			\$3.50		\$18.94	\$8.42				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	1	2	UHL	UHL4W	\$12.00	\$104.17	\$78.1			\$3.50		\$18.94	\$8.42				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	1	3	UHL	UHL4W	\$19.07	\$104.17	\$78.1			\$3.50		\$18.94	\$8.42				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$34.22											
		4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	\$55.53	\$429.98	\$268.18			\$3.50		\$18.94	\$8.42				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	\$64.13	\$429.98	\$268.18			\$3.50		\$18.94	\$8.42				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	\$101.93	\$429.98	\$268.18			\$3.50		\$18.94	\$8.42				
		Order Coordination for Specified Conversion Time			USL	OCOSL		\$34.52											
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	\$25.75	\$348.55	\$241.2			\$3.5		\$18.94	\$8.42				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	\$29.74	\$348.55	\$241.2			\$3.5		\$18.94	\$8.42				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	\$47.27	\$348.55	\$241.2			\$3.5		\$18.94	\$8.42				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	\$25.75	\$348.55	\$241.20			\$3.50		\$18.94	\$8.42				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	\$29.74	\$348.55	\$241.20			\$3.50		\$18.94	\$8.42				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	\$47.27	\$348.55	\$241.20			\$3.50		\$18.94	\$8.42				
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$34.22											
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	\$25.75	\$348.55	\$241.20			\$3.50		\$18.94	\$8.42				

BELLSOUTH / VarTec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
Exhibit C
Rates - Page 35

CATEGORY	NOTES	Interim	Zone	BCS	UBOC	RATES					OSS RATES								
						Recurring		Nonrecurring		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
						Rate	First	First	Add'l							See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Manual See Order vs. Electronic-1st	Incremental Charge - Manual See Order vs. Electronic-Add'l
	UNBUNDLED NETWORK ELEMENT																		
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	\$29.74	\$348.55	\$241.20			\$3.50			\$18.94	\$8.42				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	\$47.27	\$348.55	\$241.20			\$3.50			\$18.94	\$8.42				
	Order Coordination for Specified Conversion Time			UDL	OCOSL		\$34.22												
	2-WIRE Unbundled COPPER LOOP																		
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	\$11.90	\$280.03	\$161.74	\$115.19	\$21.44	\$3.50	\$19.99							
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	\$13.74	\$280.03	\$161.74	\$115.19	\$21.44	\$3.50	\$19.99							
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	\$21.83	\$280.03	\$161.74	\$115.19	\$21.44	\$3.50	\$19.99							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.46	\$36.46											
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	\$11.90	\$104.17	\$78.1			\$3.50			\$18.94	\$8.42				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	\$13.74	\$104.17	\$78.1			\$3.50			\$18.94	\$8.42				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	\$21.83	\$104.17	\$78.1			\$3.50			\$18.94	\$8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.46	\$36.46											
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	\$35.43	\$267.12	\$148.83	\$115.19	\$21.44	\$3.50	\$19.99							
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	\$40.91	\$267.12	\$148.83	\$115.19	\$21.44	\$3.50	\$19.99							
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	\$65.02	\$267.12	\$148.83	\$115.19	\$21.44	\$3.50	\$19.99							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.46	\$36.46											
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	\$35.43	\$ 104.17	\$ 78.10			\$3.50			\$18.94	\$8.42				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	\$40.91	\$ 104.17	\$ 78.10			\$3.50			\$18.94	\$8.42				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	\$65.02	\$ 104.17	\$ 78.10			\$3.50			\$18.94	\$8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.46	\$36.46											
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	\$11.01	\$44.89	\$22.40	\$25.65	\$7.06	\$3.5			\$18.94	\$8.42				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	\$12.67	\$44.89	\$22.40	\$25.65	\$7.06	\$3.5			\$18.94	\$8.42				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	\$20.22	\$44.89	\$22.40	\$25.65	\$7.06	\$3.5			\$18.94	\$8.42				
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		\$36.46	\$36.46											
	Engineering Information Document			UEQ			\$26.72	\$26.72											
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		\$78.92	\$78.92											
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		\$23.33	\$23.33											
	4-WIRE COPPER LOOP																		
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	\$16.85	\$327.87	\$209.58	\$121.27	\$25.61	\$3.50	\$19.99							
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	\$19.22	\$327.87	\$209.58	\$121.27	\$25.61	\$3.50	\$19.99							
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	\$30.55	\$327.87	\$209.58	\$121.27	\$25.61	\$3.50	\$19.99							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.46	\$36.46											
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	\$16.85	\$104.17	\$78.10			\$3.50			\$18.94	\$8.42				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	\$19.22	\$104.17	\$78.10			\$3.50			\$18.94	\$8.42				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	\$30.55	\$104.17	\$78.10			\$3.50			\$18.94	\$8.42				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.46	\$36.46											
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	\$47.56	\$314.96	\$186.67	\$121.27	\$25.61	\$3.50	\$19.99							

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES							
							Res	First	Add'l	First	Add'l	SOMEC	SOMNH	SOMHW	SOMAH	SOMAN	SOMAN		
																		Nonreswing	Nonreswing
		4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	\$54.92	\$314.96	\$198.67	\$121.27	\$25.61	\$3.50	\$19.99						
		4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	\$87.30	\$314.96	\$198.67	\$121.27	\$25.61	\$3.50	\$19.99						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.48	\$36.48										
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	\$47.56	\$104.17	\$78.10			\$3.50		\$18.94	\$8.42				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	\$54.92	\$104.17	\$78.10			\$3.50		\$18.94	\$8.42				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	\$87.30	\$104.17	\$78.10			\$3.50		\$18.94	\$8.42				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.48	\$36.48										
LOOP MODIFICATION																			
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ	ULM2L		\$ 67.39	\$ 67.39										
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL	ULM2G		\$ 337.50	\$337.5										
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		\$ 67.39	\$ 67.39										
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		\$ 337.50	\$ 337.50										
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF	ULMBT		\$ 78.10	\$ 78.10										
SUB-LOOPS																			
		Sub-Loop Distribution																	
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		\$421.06	\$421.06			\$3.50		\$18.94	\$8.42				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		\$67.10	\$67.10			\$3.50		\$18.94	\$8.42				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		\$394.74	\$394.74			\$3.50		\$18.94	\$8.42				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		\$154.57	\$154.57			\$3.50		\$18.94	\$8.42				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	\$9.12	\$207.01	\$171.32			\$3.50		\$18.94	\$8.42				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$34.22	\$34.22										
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN4	\$8.32	\$219.35	\$72.99	\$123.72	\$28.77	\$3.50		\$18.94	\$8.42				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$34.22	\$34.22										
		Sub-Loop 2-Wire Intra-Building Network Cable (INC)	I		UEANL	USBR2	\$1.61	\$137.03	\$41.59	\$115.85	\$19.17	\$3.50	\$18.94						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$34.22	\$34.22										
		Sub-Loop 4-Wire Intra-Building Network Cable (INC)	I		UEANL	USBR4	\$2.96	\$176.48	\$55.11	\$122.17	\$19.57	\$3.50		\$18.94	\$8.42				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$34.22	\$34.22										
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	\$5.64	\$176.16	\$56.60	\$108.86	\$24.63	\$9.69		\$18.94	\$8.42				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	\$5.64	\$176.16	\$56.60	\$108.86	\$24.63	\$9.69		\$18.94	\$8.42				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	\$5.64	\$176.16	\$56.60	\$108.86	\$24.63	\$9.69		\$18.94	\$8.42				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$34.22	\$34.22										
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	\$8.80	\$219.36	\$72.99	\$123.72	\$28.77	\$3.50		\$18.94	\$8.42				

BELLSOUTH / VerTec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
Exhibit C
Rates - Page 37

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interm	Zone	BCS	USOC	RATES				OSS RATES					
							Flw	Flst	Adfl	Discount	SOMEK	SOMM	SOMAN	SOMAN	SOMAN	SOMAN
							Flw	Flst	Adfl	Discount						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	\$6.80	\$219.36	\$72.00	\$122.72	\$26.77	\$3.58	\$18.94	\$8.42		
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	\$6.80	\$219.36	\$72.00	\$122.72	\$26.77	\$3.58	\$18.94	\$8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$34.22	\$34.22							
		Sub-Loop Feeder														
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA	UDN/UCL/UDL/UDC	USBFW		\$421.08							
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA	UDN/UCL/UDL/UDC	USBFX		\$87.1	\$87.1						
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		\$521.57	\$11.3							
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFA		\$8.58	\$206.44	\$170.05		\$3.50	\$18.94	\$8.42		
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL			\$34.22							
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB		\$8.58	\$206.44	\$170.05		\$3.50	\$18.94	\$8.42		
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL			\$34.22							
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC		\$8.58	\$206.44	\$170.05		\$3.50	\$18.94	\$8.42		
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL			\$34.22							
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFD		\$19.91	\$243.41	\$81.32	\$134.77	\$33.93	\$3.50	\$19.99		
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL			\$34.22							
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFE		\$19.91	\$243.41	\$81.32	\$134.77	\$33.93	\$3.50	\$18.94	\$8.42	
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL			\$34.22							
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Statewide		sw	UDN	USBFJ		\$17.73	\$208.50	\$62.31	\$119.68	\$29.58	\$3.50	\$18.94	\$8.42	
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL			\$34.22							
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		sw	UDC	USBFS		\$17.73	\$208.5	\$62.31	\$119.68	\$29.58	\$3.5	\$19.99		
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	USL	USBFG		\$79.3	\$203.69	\$128.76	\$124.09	\$34.8	\$3.5	\$19.99		
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL			\$34.22							
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Statewide		sw	UCL	USBFH		\$7.22	\$195.38	\$63.15	\$119.68	\$29.58	\$3.50	\$19.99		
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL			\$34.22							
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Statewide		sw	UCL	USBFJ		\$13.72	\$243.41	\$81.32	\$134.77	\$33.93	\$3.50	\$19.99		
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL			\$34.22							
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		sw	UDL	UBSFN		\$24.5	\$243.41	\$81.32	\$134.77	\$33.93	\$3.5	\$19.99		
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFO		\$24.50	\$243.41	\$81.32	\$134.77	\$33.93	\$3.50	\$19.99		
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL			\$34.22							
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFP		\$24.50	\$243.41	\$81.32	\$134.77	\$33.93	\$3.50	\$19.99		
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL			\$34.22							
		Unbundled Network Terminating Wire (UNTW)														
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP		\$1.37	\$2.48	\$2.48	\$1.74	\$1.74	\$3.50	\$18.94	\$8.42	
		Network Interface Device (NID)														
		Network Interface Device (NID) - 1-2 lines		I	UENTW	UND12			\$86.37	\$56.69						
		Network Interface Device (NID) - 1-6 lines		I	UENTW	UND16			\$127.93	\$98.21						
		Network Interface Device Cross Connect - 2 W		I	UENTW	UNDC2			\$6.15	\$6.15						
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4			\$6.15	\$6.15						

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BELLSOUTH / VarTee RATES
 Unbundled Network Elements
 GEORGIA

Attachment 2
 Exhibit C
 Rates - Page 40

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	BCS	USDC	RATES				OSS RATES							
							Res	First	Advt	Disc	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
																	Nonrec	Nonrec
LOCAL CHANNEL - DEDICATED TRANSPORT																		
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above-four months																		
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	\$13.91	\$382.95	\$62.4				\$3.5		\$18.94	\$8.42		
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDR2	\$13.91	\$382.95	\$62.4				\$3.5		\$18.94	\$8.42		
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4	\$14.99	\$368.44	\$64.05				\$3.50		\$18.94	\$8.42		
		Local Channel - Dedicated - DS1 per month			ULDD1	ULDF1	\$38.36	\$356.15	\$312.89	\$122.31	\$119.14		\$3.5		\$44.22		\$18.03	
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1LSNC	\$6.92											
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	\$515.91	\$639.5	\$426.31	\$122.31	\$119.14		\$3.50		\$37.55	\$37.55	\$18.03	\$18.03
		Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1LSNC	\$6.92											
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	\$517.56	\$639.5	\$515.91	\$426.31	\$122.31		\$3.50		\$37.55	\$37.55	\$18.03	\$18.03
MULTIPLEXERS																		
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	\$126.22	\$198.22	\$123.59	\$31.03	\$19.75		\$3.50		\$14.75	\$6.55	\$10.7	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	\$1.86	\$12.02	\$8.66									
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	\$3.71	\$12.02	\$8.66									
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	\$1.17	\$12.02	\$8.66									
		DS3 to DS1 Channel System per month			UXTD3	MQ3	\$182.04	\$265.91	\$188.78	\$72.50	\$59.96		\$3.50		\$14.75	\$6.55	\$10.6	
		STS1 to DS1 Channel System per month			UXTS1	MQ3	\$182.04	\$265.91	\$188.78	\$72.50	\$59.96		\$3.50		\$14.75	\$6.55	\$10.60	\$0.00
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	\$11.02	\$12.02	\$8.66									
DARK FIBER																		
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	\$44.22											
		NRC Dark Fiber - Local Channel			UDF	UDFC4	\$1,355.29	\$273.89					\$3.50		\$18.94			
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	\$44.22											
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14	\$1,355.29	\$273.89	\$0.00	\$0.00			\$3.50	\$0.00	\$18.94	\$0.00	\$0.00	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	\$44.22											
		NRC Dark Fiber - Local Loop			UDF	UDFL4	\$1,355.29	\$273.89	\$0.00	\$0.00			\$3.50	\$0.00	\$18.94	\$0.00	\$0.00	
TRANSPORT OTHER																		
Optional Features & Functions:																		
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF	\$184.62	\$23.78	\$2.03	\$0.79					\$29.33	\$3.83		
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF	\$184.62	\$23.78	\$2.03	\$0.79					\$29.33	\$3.83		
8XX ACCESS TEN DIGIT SCREENING																		
		8XX Access Ten Digit Screening, Per Call			OHD		\$,0004868						\$3.50					
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X	\$6.57	\$7.78					\$3.50		\$18.94	\$18.94		
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD		\$12.81	\$1.45					\$3.50		\$18.94	\$18.94		
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX	\$12.81	\$1.45					\$3.50		\$18.94	\$18.94		
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX	\$4.46	\$2.23					\$3.50					

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 GEORGIA

CATEGORY	NOTES	UMBUNDLED NETWORK ELEMENT	Inter	Zone	BCS	USOC	RATES				OSS RATES							
							Res	Nonrecurring		Discont	SvO	SvO	Inc	Inc	Inc	Inc		
								First	Adjt								First	Adjt
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		\$5.22	\$2.99				\$3.50					
		8XX Access Ten Digit Screening, Charge Charge Per Request			OHD	N8FAX		\$7.33	\$7.76				\$3.50	\$18.94	\$18.94			
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		\$4.72	4.46				\$3.50					
LINE INFORMATION DATA BASE ACCESS (LIDB)																		
		LIDB Common Transport Per Query				OQT		\$0.000938					\$3.50	\$18.94	\$18.94			
		LIDB Validation Per Query				OQU		\$0.0105974					\$3.50	\$18.94	\$18.94			
		LIDB Originating Point Code Establishment or Change						\$50.30					\$3.50	\$18.94	\$18.94			
SIGNALING (CCS7)																		
		CCS7 Signaling Termination, Per STP Port						\$133.99										
		CCS7 Signaling Usage, Per TCAP Message						\$0.000870										
		CCS7 Signaling Connection, Per link (A link)						\$17.99	\$131.98	\$131.98			\$3.50	\$18.94	\$18.94			
		CCS7 Signaling Connection, Per link (B link) (also known as D link)						\$17.99	\$131.98	\$131.98			\$3.50	\$18.94	\$18.94			
		CCS7 Signaling Usage, Per ISUP Message						\$0.000954										
		CCS7 Signaling Usage Surrogate, per link per LATA						\$340.67										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected						\$62.00	\$62.00				\$3.50	\$18.94	\$18.94			
CALLING NAME (CNAM) SERVICE																		
		CNAM for DB Owners, Per Query						\$0.016										
		CNAM for Non DB Owners, Per Query						\$0.01										
		CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		\$595.00					\$3.50					
OPERATOR SERVICES AND DIRECTORY ASSISTANCE																		
OPERATOR CALL PROCESSING																		
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB						\$1.2					\$3.50					
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB						\$1.24					\$3.50					
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB						\$0.20					\$3.50					
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB						\$0.20					\$3.50					
INWARD OPERATOR SERVICES																		
		Inward Operator Svcs - Verification, Per Minute						\$1.15					\$3.50					
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute						\$1.15					\$3.50					
BRANDING - OPERATOR CALL PROCESSING																		
		Recording of Custom Branded OA Announcement				CBAOS		\$7,000.00	\$7,000.00	\$9.61	\$9.61							
		Loading of Custom Branded OA Announcement per shell/NAV				CBAOL		\$500.00	\$500.00				\$3.50					
DIRECTORY ASSISTANCE SERVICES																		
DIRECTORY ASSISTANCE ACCESS SERVICE																		
		Directory Assistance Access Service Calls, Charge Per Call						\$0.275										
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																		
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt						\$0.10										
UNBRANDING																		
DIRECTORY TRANSPORT																		
		Directory Transport - Local Channel DS1						\$38.36	\$366.15	\$312.89			\$3.50	\$44.22				
		Directory Transport - DS1 Level Interoffice Per Mile						\$0.4523					\$3.50					
		Directory Transport - DS1 Level Interoffice Per Facility Termination						\$78.47	\$147.07	\$111.75			\$3.50	\$18.94				

BELLSOUTH / VerTec RATES
Unbundled Network Elements
GEORGIA

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	ICS	USDC	RATES				OSS RATES								
							Per	Post	AMT	Post	AMT	See Order Submitted Rate per LSN	See Order Submitted Monthly per LSN	Incremental Charge - Manual See Order vs. Electronic-Set	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-Set	Incremental Charge - Manual See Order vs. Electronic-Set Add'l		
																		Per	Post
		AIN ToolKit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		\$19.13					\$3.50						
		AIN ToolKit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		\$70.00					\$3.50						
		AIN ToolKit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		\$70.00					\$3.50						
		AIN ToolKit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		\$70.00					\$3.50						
		AIN ToolKit Service - Query Charge, Per Query						\$0.008224					\$3.50						
		AIN ToolKit Service - Type 1 Node Charge, Per AIN ToolKit Subscription, Per Node, Per Query						\$0.003137					\$3.50						
		AIN ToolKit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes						\$1.40					\$3.50						
		AIN ToolKit Service - Monthly report - Per AIN ToolKit Service Subscription				BAPMS		\$16.96	\$22.84				\$3.50						
		AIN ToolKit Service - Special Study - Per AIN ToolKit Service Subscription				BAPLS		\$0.0661100	\$22.84				\$3.50						
		AIN ToolKit Service - Call Event Report - Per AIN ToolKit Service Subscription				BAPCS		\$15.87	\$22.84				\$3.50						
		AIN ToolKit Service - Call Event Special Study - Per AIN ToolKit Service Subscription				BAPES		\$0.0026704	\$22.84				\$3.50						
ODUF/EOUF/ADUF/CMDS																			
ACCESS DAILY USAGE FILE (ADUF)																			
		ADUF: Message Processing, per message						\$0.0193927											
		ADUF: Data Transmission (CONNECT/DIRECT), per message						\$0.0000434											
ENHANCED OPTIONAL DAILY USAGE FILE (EOUF)																			
		EOUF: Message Processing, per message						\$0.0034556											
OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message						\$0.0001276											
		ODUF: Message Processing, per message						\$0.0092546											
		ODUF: Message Processing, per Magnetic Tape provisioned						\$29.99					\$3.50						
		ODUF: Data Transmission (CONNECT/DIRECT), per message						\$0.0000434											
ENHANCED EXTENDED LINK (EELs)																			
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																			
NOTE: Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																			
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs (Non-recurring rates do not apply.)																			
NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order. (No Switch As Is Charge.)																			
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 2-Wire VG Loop(SL2YDS1 Interoffice Transport Combination - Zone 1	1		UNCVX	UEAL2		\$16.84	\$104.17	\$78.1			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99		
		First 2-Wire VG Grade Loop(SL2YD81 Interoffice Transport Combination - Zone 2	2		UNCVX	UEAL2		\$19.45	\$104.17	\$78.10			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99		

BELLSOUTH / ViaTee RATES
 Unbundled Network Elements
 GEORGIA

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CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Inter	Zone	BCS	UBOC	RATES				O&S RATES					
							Flat	Addl	Nonrecurring	Addl	See Order Submitted Btu per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Shared See Order vs. Elements-Int	Incremental Charge - Shared See Order vs. Elements-Addl	Incremental Charge - Shared See Order vs. Elements-Flat	Incremental Charge - Shared See Order vs. Elements-Addl
		First 2-Wire VG Grade Loop(SL2)/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$30.92	\$104.17	\$78.10			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L50X	\$0.4923									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$78.47	\$208.04	\$95.99			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		DS1 Channelization System Per Month			UNC1X	MQ1	\$128.22	\$104.05	\$100.75							
		Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	\$1.17	\$12.02	\$8.86							
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$18.84	\$104.17	\$78.10			\$3.00	\$33.63	\$27.49	\$19.99	\$11.99
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$18.46	\$104.17	\$78.10			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$30.92	\$104.17	\$78.10			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.17	\$12.02	\$8.86							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)														
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$22.88	\$295.92	\$229.77			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$25.7	\$295.92	\$229.77			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$40.86	\$295.92	\$229.77			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L50X	\$0.4923									
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	\$78.47	\$208.04	\$95.99			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$128.22	\$104.05	\$100.75							
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$2.20	\$12.02	\$8.86							
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$22.88	\$295.92	\$229.77			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$25.7	\$295.92	\$229.77			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$40.86	\$295.92	\$229.77			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$2.20	\$12.02	\$8.86							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		4-WIRE 56 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)														
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$25.75	\$396.14	\$209.98			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		First 4-wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$29.74	\$396.14	\$209.98			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$47.27	\$396.14	\$209.98			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L50X	\$0.4923									
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	\$78.47	\$208.04	\$95.99			\$3.50	\$33.63	\$27.49	\$19.99	\$11.99
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$128.22	\$104.05	\$100.75							

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	DS	UNCC	RATES					OSS RATES							
							Res	Pre	Add	Pre	Add	Per Order Submitted (Res per LSP)	Per Order Submitted Monthly per LSP	Incremental Charge - Month Per Order vs. Network-Set	Incremental Charge - Month Per Order vs. Network-Set	Incremental Charge - Month Per Order vs. Network-Set	Incremental Charge - Month Per Order vs. Network-Set		
																		Res	Pre
		OCU-OP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kb)			UNCDX	1D1DD	\$1.88	\$12.02	\$8.65										
		Additional 4-Wire 56Kbps Digital Grade Loop/same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL66	\$25.75	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Additional 4-Wire 56Kbps Digital Grade Loop/same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL66	\$25.74	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Additional 4-Wire 56Kbps Digital Grade Loop/same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL66	\$47.27	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		OCU-OP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kb)			UNCDX	1D1DD	\$1.88	\$12.02	\$8.65										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$25.75	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$25.74	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$47.27	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5DX	\$0.4523												
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$78.47	\$206.04	\$95.99			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$126.22	\$104.05	\$100.75										
		OCU-OP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kb)			UNCDX	1D1DD	\$1.88	\$12.02	\$8.65										
		Additional 4-Wire 64Kbps Digital Grade Loop/same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$25.75	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Additional 4-Wire 64Kbps Digital Grade Loop/same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$25.74	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Additional 4-Wire 64Kbps Digital Grade Loop/same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$47.27	\$395.14	\$206.98			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		OCU-OP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kb)			UNCDX	1D1DD	\$1.88	\$12.02	\$8.65										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLJX	\$55.53	\$627.44	\$231.49			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLJX	\$54.13	\$627.44	\$231.49			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLJX	\$101.83	\$627.44	\$231.49			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5DX	\$0.4523												
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$78.47	\$206.04	\$95.99			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																			
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX	\$55.53	\$791.81	\$245.64			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX	\$54.13	\$429.95	\$206.18			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX	\$101.83	\$429.95	\$206.18			\$3.50	\$33.63	\$27.49	\$19.88	\$11.65			
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5DX	\$2.72												

BELLSOUTH / VerTec RATES
 Unbundled Network Elements
 GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interoffice	Zone	SCD	UBC	RATES				OSS RATES						
							Fee	Fest	Adm	Dissemination	Per Order Submitted One per LSN	Per Order Submitted Monthly per LSN	Incremental Charge - Month One Order vs. Month-to-let	Incremental Charge - Month One Order vs. Month-to-let (Adm)	Incremental Charge - Month One Order vs. Month-to-let	Incremental Charge - Month One Order vs. Month-to-let (Adm)	
																	Per
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNCSX	U1TF3	\$763.63	\$486.58	\$247.1			\$3.50		\$33.63	\$27.49	\$19.88	\$11.85
		DS3 to DS1 Channel System combination per month			UNCSX	MO3	\$182.04	\$186.78	\$72.5	\$58.98	\$12.02						
		DS3 Interface Unit (DS1 COCI) combination per month			UNCSX	UC1D1	\$11.02	\$12.05	\$6.88								
		Additional DS1 Loop In DS3 Interoffice Transport Combination - Zone 1		1	UNCSX	USLXX	\$65.53	\$761.61	\$645.54			\$3.50		\$33.63	\$27.49	\$19.88	\$11.85
		Additional DS1 Loop In DS3 Interoffice Transport Combination - Zone 2		2	UNCSX	USLXX	\$65.13	\$428.98	\$288.18			\$3.50		\$33.63	\$27.49	\$19.88	\$11.85
		Additional DS1 Loop In DS3 Interoffice Transport Combination - Zone 3		3	UNCSX	USLXX	\$101.83	\$428.98	\$288.18			\$3.50		\$33.63	\$27.49	\$19.88	\$11.85
		DS3 Interface Unit (DS1 COCI) combination per month			UNCSX	UC1D1	\$11.02	\$12.05	\$6.88								
		Nonrecurring Currently Combined Network Elements Switch -As-is Charge			UNCSX	UNCCG		\$12.97	\$11.27	\$12.61	\$12.61	\$3.5		\$33.63	\$27.49	\$19.88	\$11.85
2-WIRE VOICE GRADE EXTENDED LOOP/2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$16.94	\$104.17	\$78.1								
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$18.45	\$104.17	\$78.10								
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$30.82	\$104.17	\$78.10								
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0222										
		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	\$16.45	\$78.81	\$36.08			\$3.50		\$33.63	\$27.49	\$19.88	\$11.85
		Nonrecurring Currently Combined Network Elements Switch -As-is Charge			UNCVX	UNCCG		\$12.97	\$11.27	\$12.61	\$12.61	\$3.5		\$33.63	\$27.49	\$19.88	\$11.85
4-WIRE VOICE GRADE EXTENDED LOOP/4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$22.28	\$205.95	\$170.57								
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$25.7	\$205.95	\$170.57								
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$40.86	\$205.95	\$170.57								
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0222										
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	\$16.45	\$78.81	\$36.08			\$3.50		\$18.94	\$18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-is Charge			UNCVX	UNCCG		\$12.97	\$11.27	\$12.61	\$12.61	\$3.5		\$33.63	\$27.49	\$19.88	\$11.85
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNCSX	1L5ND	\$8.90										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNCSX	UESPX	\$380.34	\$142.84	\$64.87								
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNCSX	1L5XX	\$2.72										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNCSX	U1TF3	\$763.63	\$486.58	\$247.10			\$3.50		\$37.58	\$37.58	\$18.03	\$18.03
		Nonrecurring Currently Combined Network Elements Switch -As-is Charge			UNCSX	UNCCG		\$12.97	\$11.27	\$12.61	\$12.61	\$3.5		\$33.63	\$27.49	\$19.88	\$11.85
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	\$8.90										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	\$421.58	\$638.50	\$428.40	\$122.31	\$119.14						
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	\$8.46										

BELLSOUTH / VarToc RATES
Unbundled Network Elements
GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Final	BCS	UNCC	RATES					OSB RATES					
							Pre	Post	ADD	Pre	ADD	See Order Submitted One per LBN	See Order Submitted Monthly per LBN	Incremental Charge - Manual See Order vs. Electronic-Int	Incremental Charge - Manual See Order vs. Electronic-Advt	Incremental Charge - Manual See Order vs. Electronic-Data	Incremental Charge - Manual See Order vs. Electronic-Data Advt
							Nonrecuring	Nonrecuring	Nonrecuring	Nonrecuring	Nonrecuring	OSB01	OSB02	OSB03	OSB04	OSB05	OSB06
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TF9	\$717.00	\$488.58	\$247.1			\$3.50		\$33.67	\$27.49	\$19.88	\$11.88
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$12.97	\$11.27	\$12.81	\$12.81	\$3.5		\$33.63	\$27.49	\$19.88	\$11.88
		3-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1	1		UNCNX	U1L2X	\$21.89	\$233.36	\$180.36			\$3.50		\$18.94	\$8.42		
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2	2		UNCNX	U1L2X	\$23.27	\$233.36	\$180.36			\$3.50		\$18.94	\$8.42		
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3	3		UNCNX	U1L2X	\$40.17	\$233.36	\$180.36			\$3.50		\$18.94	\$8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L3CX	\$0.4923										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$78.47	\$208.04	\$95.99			\$3.50		\$33.63	\$27.49	\$19.88	\$11.88
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	\$126.92	\$104.05	\$100.75								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.71	\$12.02	\$8.66								
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1	1		UNCNX	U1L2X	\$21.89	\$233.36	\$180.36			\$3.50		\$18.94	\$8.42		
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2	2		UNCNX	U1L2X	\$23.27	\$233.36	\$180.36			\$3.50		\$18.94	\$8.42		
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3	3		UNCNX	U1L2X	\$40.17	\$233.36	\$180.36			\$3.50		\$18.94	\$8.42		
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.71	\$12.02	\$8.66								
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.81	\$12.81	\$3.5		\$33.63	\$27.49	\$19.88	\$11.88
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1	1		UNC1X	USLJX	\$25.53	\$308.4	\$201.66			\$3.50		\$33.63	\$27.49	\$19.88	\$11.88
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2	2		UNC1X	USLJX	\$24.19	\$308.4	\$201.66	\$0.00	\$0.00	\$3.50		\$33.63	\$27.49	\$19.88	\$11.88
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3	3		UNC1X	USLJX	\$101.69	\$308.4	\$201.66	\$0.00	\$0.00	\$3.50		\$33.63	\$27.49	\$19.88	\$11.88
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L3CX	\$8.46										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TF9	\$717.9	\$488.58	\$247.1			\$3.50		\$33.63	\$27.49	\$19.88	\$11.88
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	\$202.91	\$171.01	\$91.55								
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$11.02	\$12.02	\$8.66								
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1	1		UNC1X	USLJX	\$25.53	\$308.4	\$201.66	\$0.00	\$0.00	\$3.50		\$33.63	\$27.49	\$19.88	\$11.88
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2	2		UNC1X	USLJX	\$24.19	\$308.4	\$201.66	\$0.00	\$0.00	\$3.50		\$33.63	\$27.49	\$19.88	\$11.88
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3	3		UNC1X	USLJX	\$101.69	\$308.4	\$201.66	\$0.00	\$0.00	\$3.50		\$33.63	\$27.49	\$19.88	\$11.88
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$11.02	\$12.02	\$8.66								
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$12.97	\$11.27	\$12.81	\$12.81	\$3.5		\$33.63	\$27.49	\$19.88	\$11.88
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1	1		UNCDX	UDL56	\$25.75	\$395.14	\$207.0								
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2	2		UNCDX	UDL56	\$29.74	\$395.14	\$207.0								
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3	3		UNCDX	UDL56	\$47.27	\$395.14	\$207.0								
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5CX	\$0.0222										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
EXHIBIT C
Rates - Page 48

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	SCS	SBOC	RATES					OBS RATES					
							Per	Per	Adt	Per	Adt	Per Order Submitted Mo per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Month Per Order vs. Standard-Int	Incremental Charge - Month Per Order vs. Standard-Add1	Incremental Charge - Month Per Order vs. Standard-Standard	Incremental Charge - Month Per Order vs. Standard-Standard-Add1
							Per	Per	Adt	Per	Adt	SCS02	SCS01	SCS04	SCS03	SCS05	SCS07
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD6	\$18.45	\$147.07	\$111.75			\$3.50	\$37.55	\$37.55	\$18.03	\$18.03	
		Nonrecurring Currently Combined Network Elements Switch-As-Is Charge			UNCDX	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.5	\$33.03	\$27.49	\$19.88	\$11.85	
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$25.75	\$395.14	\$206.95								
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$29.74	\$395.14	\$206.95								
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$47.27	\$395.14	\$206.95								
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	FLDXX	\$0.0222										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	\$18.45	\$147.07	\$111.75			\$3.50	\$37.55	\$37.55	\$18.03	\$18.03	
		Nonrecurring Currently Combined Network Elements Switch-As-Is Charge			UNCDX	UNCCC		\$12.97	\$11.27	\$11.27	\$12.01	\$3.5	\$33.03	\$27.49	\$19.88	\$11.85	
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinary combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																
		Node (Synchronized)															
		Node per month			UNCDX	UNCNT	\$13.95										
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNGVX	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.5	\$33.03	\$27.49	\$19.88	\$11.85	
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.5	\$33.03	\$27.49	\$19.88	\$11.85	
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.5	\$33.03	\$27.49	\$19.88	\$11.85	
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.5	\$33.03	\$27.49	\$19.88	\$11.85	
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		\$12.97	\$11.27	\$12.01	\$12.01	\$3.5	\$33.03	\$27.49	\$19.88	\$11.85	
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDY2	\$13.91	\$382.95	\$92.4			\$3.5	\$18.04	\$8.42			
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDY4	\$14.99	\$388.44	\$94.05	\$0.00	\$0.00	\$3.5	\$18.04	\$8.42			
		Local Channel - Dedicated - DS1 Per Month			UNC1X	ULDF1	\$36.36	\$182.76	\$94.71								
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1LSNC	\$6.92										
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3	\$515.91	\$939.5	\$428.31	\$122.31	\$119.14	\$3.50	\$37.55	\$37.55	\$18.03	\$18.03	
		Local Channel - Dedicated - STS-1 - Per Mile per month			UNC3X	1LSNC	\$6.92										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNC3X	ULDF3	\$617.56	\$939.5	\$515.91	\$428.31	\$122.31	\$3.50	\$37.55	\$37.55	\$18.03	\$18.03	

BELLSOUTH / VerTec RATES
Unbundled Network Elements
KENTUCKY

Category	Notes	UNBUNDLED NETWORK ELEMENT	Units	Zone	ICS	UNCC	RATES					OSG RATES											
							Res	Fnc	Add	Fnc	Add	S030C	S030H	S030W	S030V	S030P	S030N	See Order Submitted On per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Manual See Order vs. Electronic-1st	Incremental Charge - Manual See Order vs. Electronic-2nd 1st	Incremental Charge - Manual See Order vs. Electronic-3rd 1st	Incremental Charge - Manual See Order vs. Electronic-3rd Add
Geographically Deleveraged UNE Zones and applicable rates have been established for certain services, as shown in the Agreement. Where Geographically Deleveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deleveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. I.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/bacomn_clec/docs/interconnection/bavszna.pdf to view Geographically Deleveraged UNE Zone Designations by Central Office.																							
UNBUNDLED EXCHANGE ACCESS LOOP																							
2-WIRE ANALOG VOICE GRADE LOOP																							
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1		UEANL	UEAL2	\$15.84	\$70.44	\$44.05	\$48.93	\$10.40	\$2.00	\$18.99			\$3.94	\$3.94						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2		UEANL	UEAL2	\$18.73	\$70.44	\$44.05	\$48.93	\$10.40	\$3.50	\$18.99			\$3.94	\$3.94						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3		UEANL	UEAL2	\$28.27	\$70.44	\$44.05	\$48.93	\$10.40	\$3.50	\$18.99			\$3.94	\$3.94						
		Engineering Information Document (EID) Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		\$28.76	\$28.76														
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		\$36.18	\$36.18														
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1		UEA	UEAL2	\$17.27	\$236.75	\$177.10			\$3.50	\$18.99										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2		UEA	UEAL2	\$32.32	\$236.75	\$177.10			\$3.50	\$18.99										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3		UEA	UEAL2	\$56.78	\$236.75	\$177.10			\$3.50	\$18.99										
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$36.18															
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1		UEA	UEAR2	\$17.27	\$236.75	\$177.10			\$3.50	\$18.99										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2		UEA	UEAR2	\$32.32	\$236.75	\$177.10			\$3.50	\$18.99										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3		UEA	UEAR2	\$56.78	\$236.75	\$177.10			\$3.50	\$18.99										
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$36.18															
		4-WIRE ANALOG VOICE GRADE LOOP																					
		4-Wire Analog Voice Grade Loop - Zone 1	1		UEA	UEAL4	\$20.92	\$467.14	\$348.83			\$3.50	\$18.99										
		4-Wire Analog Voice Grade Loop - Zone 2	2		UEA	UEAL4	\$39.14	\$467.14	\$348.83			\$3.50	\$18.99										
		4-Wire Analog Voice Grade Loop - Zone 3	3		UEA	UEAL4	\$67.67	\$467.14	\$348.83			\$3.50	\$18.99										
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$36.18															
		2-WIRE ISDN DIGITAL GRADE LOOP																					
		2-Wire ISDN Digital Grade Loop - Zone 1	1		UDN	U112X	\$23.99	\$541.29	\$431.61			\$3.50	\$18.99										
		2-Wire ISDN Digital Grade Loop - Zone 2	2		UDN	U112X	\$44.29	\$541.29	\$431.61			\$3.50	\$18.99										
		2-Wire ISDN Digital Grade Loop - Zone 3	3		UDN	U112X	\$76.42	\$541.29	\$431.61			\$3.50	\$18.99										
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		\$36.18															
		2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP																					
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	1		UDC	UDC2X	\$25.73	\$233.47	\$158.51	\$108.48	\$28.48	\$3.50	\$18.99										
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	2		UDC	UDC2X	\$34.83	\$233.47	\$158.51	\$108.48	\$28.48	\$3.50	\$18.99										
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	3		UDC	UDC2X	\$45.56	\$233.47	\$158.51	\$108.48	\$28.48	\$3.50	\$18.99										
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																					
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	1		UAL	UAL2X	\$8.79	\$713.50	\$608.44			\$3.50	\$18.99										
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	2		UAL	UAL2X	\$18.46	\$713.50	\$608.44			\$3.50	\$18.99										

BELLSOUTH / Varloc RATES
 Unbundled Network Elements
 KENTUCKY

Attachment 2
 Exhibit C
 Rates - Page 90

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	BCD	UROC	RATES					OSR RATES						
							New Service		Renewal			OSR	OSR	OSR	OSR	OSR	OSR	
							Per	First	Advt	First	Advt							OSR
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	\$28.40	\$713.50	\$908.44			\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time (per LSR)				UAL	OCOSL		\$36.18									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	\$8.78	\$205.25	\$129.42	\$100.89	\$15.88	\$3.50	\$19.99					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	\$16.48	\$205.25	\$129.42	\$100.89	\$15.88	\$3.50	\$19.99					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	\$28.40	\$205.25	\$129.42	\$100.89	\$15.88	\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time (per LSR)				UAL	OCOSL		\$36.18									
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	\$6.26	\$713.50	\$908.44			\$3.50	\$19.99					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	\$11.76	\$713.50	\$908.44			\$3.50	\$19.99					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	\$20.33	\$713.50	\$908.44			\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time				UHL	OCOSL		\$36.18									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	\$6.26	\$222.58	\$146.75	\$100.89	\$15.88	\$3.50	\$19.99					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	\$11.76	\$222.58	\$146.75	\$100.89	\$15.88	\$3.50	\$19.99					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	\$20.33	\$222.58	\$146.75	\$100.89	\$15.88	\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time				UHL	OCOSL		\$36.18									
		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	\$7.88	\$748.99	\$948.17			\$3.50	\$19.99					
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	\$14.38	\$748.99	\$948.17			\$3.50	\$19.99					\$3.94
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	\$24.85	\$748.99	\$948.17			\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time				UHL	OCOSL		\$36.18									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	\$7.88	\$279.79	\$208.96	\$109.84	\$20.84	\$3.50	\$19.99					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	\$14.38	\$279.79	\$208.96	\$109.84	\$20.84	\$3.50	\$19.99					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	\$24.85	\$279.79	\$208.96	\$109.84	\$20.84	\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time				UHL	OCOSL		\$36.18									
		4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USL1X	\$90.28	\$849.80	\$923.27			\$3.50	\$19.99					
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USL1X	\$94.08	\$849.80	\$923.27			\$3.50	\$19.99					
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USL1X	\$162.34	\$849.80	\$923.27			\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time				USL	OCOSL		\$36.18									
		4-WIRE 19.2 KB OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	\$36.82	\$250.99	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99					
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	\$40.32	\$250.99	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99					
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	\$37.9	\$250.99	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	\$35.82	\$250.99	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	\$40.32	\$250.99	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	\$37.90	\$250.99	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time				UDL	OCOSL		\$36.18									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	\$36.82	\$250.99	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99					

BELLSOUTH / VarTec RATES
Unbundled Network Elements
KENTUCKY

Attachment 2
Exhibit C
Rates - Page 31

CATEGORY	DESCRIPTION	Wires	Zone	EOL	WOC	RATES						OBS RATES						
						New Service			Renewal			SOWC	SOWS	SOWZ	SOWH	SOWM	SOWD	
						Res	First	Adv	First	Adv								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2	2		UDL	UDL64	\$40.32	\$250.89	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3	3		UDL	UDL64	\$37.90	\$250.89	\$176.03	\$118.85	\$27.85	\$3.50	\$19.99						
	Order Coordination for Specified Conversion Time			UDL	OCOSL		\$36.18											
	2-WIRE Unbundled COPPER LOOP																	
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	1		UCL	UCLP8	\$14.94	\$263.77	\$184.04	\$120.6	\$82.45	\$3.50	\$19.99						
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	2		UCL	UCLP8	\$15.15	\$263.77	\$184.04	\$120.6	\$82.45	\$3.50	\$19.99						
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	3		UCL	UCLP8	\$15.73	\$263.77	\$184.04	\$120.6	\$82.45	\$3.50	\$19.99						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	1		UCL	UCLPW	\$14.94	\$203.39	\$127.56	\$100.89	\$15.88	\$3.50	\$19.99						
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	2		UCL	UCLPW	\$15.15	\$203.39	\$127.56	\$100.89	\$15.88	\$3.50	\$19.99						
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	3		UCL	UCLPW	\$15.73	\$203.39	\$127.56	\$100.89	\$15.88	\$3.50	\$19.99						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	1		UCL	UCL2L	\$36.18	\$270.36	\$190.65	\$120.6	\$82.45	\$3.50	\$19.99						
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	2		UCL	UCL2L	\$49.31	\$270.36	\$190.65	\$120.6	\$82.45	\$3.50	\$19.99						
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	3		UCL	UCL2L	\$60.78	\$270.36	\$190.65	\$120.6	\$82.45	\$3.50	\$19.99						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	1		UCL	UCL2W	\$36.18	\$190.000	\$114.17	\$100.89	\$15.88	\$3.50	\$19.99						
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	2		UCL	UCL2W	\$49.31	\$190.000	\$114.17	\$100.89	\$15.88	\$3.50	\$19.99						
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	3		UCL	UCL2W	\$60.78	\$190.000	\$114.17	\$100.89	\$15.88	\$3.50	\$19.99						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
	2-Wire Unbundled Copper Loop - Non-Designated - Zone 1	1		UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.85	\$7.08	\$3.50	\$19.99						
	2 Wire Unbundled Copper Loop - Non-Designated - Zone 2	1		UEQ	UEQ2X	\$12.87	\$44.69	\$22.40	\$25.85	\$7.08	\$3.50	\$19.99						
	2 Wire Unbundled Copper Loop - Non-Designated - Zone 3	1		UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.85	\$7.08	\$3.50	\$19.99						
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designated (per loop)			UEQ	UEQMC		\$16.31	\$16.31										
	Engineering Information Document			UEQ			\$26.75	\$26.75										
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		\$78.92	\$78.92										
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		\$23.33	\$23.33										
	4-WIRE COPPER LOOP																	
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	1		UCL	UCL48	\$25.26	\$392.2	\$212.46	\$130.27	\$27.51	\$3.50	\$19.99						
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	2		UCL	UCL48	\$23.00	\$392.2	\$212.46	\$130.27	\$27.51	\$3.50	\$19.99						
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	3		UCL	UCL48	\$19.08	\$392.2	\$212.46	\$130.27	\$27.51	\$3.50	\$19.99						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	1		UCL	UCL4W	\$25.26	\$251.82	\$175.99	\$109.64	\$20.64	\$3.50	\$19.99						
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	2		UCL	UCL4W	\$23.00	\$251.82	\$175.99	\$109.64	\$20.64	\$3.50	\$19.99						
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	3		UCL	UCL4W	\$19.08	\$251.82	\$175.99	\$109.64	\$20.64	\$3.50	\$19.99						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$16.31	\$16.31										
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	1		UCL	UCL4L	\$51.02	\$318.81	\$199.07	\$130.27	\$27.51	\$3.50	\$19.99						

BELLSOUTH / Va/Tac RATES
Unbundled Network Elements
KENTUCKY

Circuit ID	NOTE	UNBUNDLED NETWORK ELEMENT	Meter	Zone	UCS	USBC	RATES					OSB RATES						
							New Service		Renewal		10000	10000	10000	10000	10000	10000	10000	
							Res	Res	Agri	Agri								10000
		4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL/L	\$98.74	\$318.81	\$199.07	\$190.27	\$27.51	\$3.00	\$19.99					
		4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL/L	\$98.97	\$318.81	\$199.07	\$190.27	\$27.51	\$3.00	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCL/MC		\$16.31	\$16.31									
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL/L	\$91.05	\$226.42	\$192.6	\$108.64	\$20.64	\$3.00	\$19.99					
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL/L	\$95.74	\$226.42	\$192.6	\$108.64	\$20.64	\$3.00	\$19.99					
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL/L	\$98.97	\$226.42	\$192.6	\$108.64	\$20.64	\$3.00	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCL/MC		\$16.31	\$16.31									
LOOP MODIFICATION																		
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft.			UAL, UHL, UCL, UEQ	ULMBL		\$65.2	\$65.2									
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft.			UCL	ULM2G		\$341.64	\$341.64									
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18k ft.			UHL, UCL	ULM1L		\$65.2	\$65.2									
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft.			UCL	ULM2G		\$341.64	\$341.64									
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, VEF	ULMBT		\$65.24	\$65.24									
SUB-LOOPS																		
Sub-Loop Distribution																		
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up		1	UEANL	USBSA	\$600.00	\$600.00				\$3.00	\$19.99			\$3.94	\$3.94	
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up		1	UEANL	USBSB	\$45.28	\$45.28				\$3.00	\$19.99			\$3.94	\$3.94	
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up		1	UEANL	USBSC	\$379.89	\$379.89				\$3.00	\$19.99			\$3.94	\$3.94	
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up		1	UEANL	USBSD	\$111.05	\$111.05				\$3.00	\$19.99			\$3.94	\$3.94	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	\$6.00	\$131.64	\$61.93	\$60.63	\$13.44	\$3.00	\$19.99			\$3.94	\$3.94	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	\$12.25	\$131.64	\$61.93	\$60.63	\$13.44	\$3.00	\$19.99			\$3.94	\$3.94	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	\$18.71	\$131.64	\$61.93	\$60.63	\$13.44	\$3.00	\$19.99			\$3.94	\$3.94	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$36.18	\$36.18									
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	\$10.18	\$158.12	\$66.41	\$66.10	\$18.00	\$3.00	\$19.99			\$3.94	\$3.94	
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	\$6.44	\$158.12	\$66.41	\$66.10	\$18.00	\$3.00	\$19.99			\$3.94	\$3.94	
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	\$13.39	\$158.12	\$66.41	\$66.10	\$18.00	\$3.00	\$19.99			\$3.94	\$3.94	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$36.18	\$36.18									
		Sub-Loop 2-Wire IntraBuilding Network Cable (INC)		1	UEANL	USBF2	\$3.20	\$108.06	\$36.35	\$60.63	\$13.44	\$3.00	\$19.99			\$3.94	\$3.94	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$36.18	\$36.18									
		Sub-Loop 4-Wire IntraBuilding Network Cable (INC)		1	UEANL	USBF4	\$6.25	\$116.54	\$48.94	\$66.10	\$18.00	\$3.00	\$19.99			\$3.94	\$3.94	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$36.18	\$36.18									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	\$6.01	\$131.64	\$61.93	\$60.63	\$13.44	\$3.00	\$19.99			\$3.94	\$3.94	
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	\$6.18	\$131.64	\$61.93	\$60.63	\$13.44	\$3.00	\$19.99			\$3.94	\$3.94	
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	\$11.02	\$131.64	\$61.93	\$60.63	\$13.44	\$3.00	\$19.99			\$3.94	\$3.94	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$36.18	\$36.18									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	\$10.65	\$158.12	\$66.41	\$66.10	\$18.00	\$3.00	\$19.99			\$3.94	\$3.94	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	\$6.71	\$158.12	\$66.41	\$66.10	\$18.00	\$3.00	\$19.99			\$3.94	\$3.94	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	\$6.45	\$158.12	\$66.41	\$66.10	\$18.00	\$3.00	\$19.99			\$3.94	\$3.94	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$36.18	\$36.18									

BELLSOUTH / VerTec RATES
Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	ECN	WOC	RATES					OES RATES										
							Res	Fwd	Adm	Discont	Adm	SOMC	SOMM	SOML	SOMH	SOMV	See Order Submitted (Res per LSR)	See Order Submitted Monthly per LSR	Incremental Charge - Based See Order vs. Elements-1st	Incremental Charge - Based See Order vs. Elements-Add1	Incremental Charge - Based See Order vs. Elements-Dis 1st	Incremental Charge - Based See Order vs. Elements-Dis Add1
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		\$36.18														
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	1		UDL	USBFH	\$27.36	\$202.14	\$127.18	\$122.84	\$33.84	\$3.5	\$18.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	2		UDL	USBFH	\$33.41	\$202.14	\$127.18	\$122.84	\$33.84	\$3.5	\$18.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	3		UDL	USBFH	\$24.47	\$202.14	\$127.18	\$122.84	\$33.84	\$3.5	\$18.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1	1		UDL	USBFO	\$27.36	\$202.14	\$127.18	\$122.84	\$33.84	\$3.50	\$18.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2	2		UDL	USBFO	\$33.41	\$202.14	\$127.18	\$122.84	\$33.84	\$3.50	\$18.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3	3		UDL	USBFO	\$24.47	\$202.14	\$127.18	\$122.84	\$33.84	\$3.50	\$18.99									
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		\$36.18														
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1	1		UDL	USBFP	\$27.36	\$202.14	\$127.18	\$122.84	\$33.84	\$3.50	\$18.99									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2	2		UDL	USBFP	\$33.41	\$202.14	\$127.18	\$122.84	\$33.84	\$3.50	\$18.99									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3	3		UDL	USBFP	\$24.47	\$202.14	\$127.18	\$122.84	\$33.84	\$3.50	\$18.99									
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		\$36.18														
		Unbundled Sub-Loop Modification																				
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X	\$305.83	\$12.27				\$3.50	\$18.99									
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X	\$305.83	\$12.27				\$3.50	\$18.99									
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unbanded			UEF	ULM4T	\$580.74	\$14.30				\$3.50	\$18.99			\$3.94	\$3.94					
		Unbundled Network Terminating Wire (UNTW)																				
		Unbundled Network Terminating Wire (UNTW) per Pair			VENTW	UENPP	\$0.64	\$02.83	\$02.83			\$3.50	\$18.99			\$3.94	\$3.94					
		Network Interface Device (NID)																				
		Network Interface Device (NID) - 1-2 lines			VENTW	UND12	\$98.95	\$27.24								\$3.94	\$3.94					
		Network Interface Device (NID) - 1-8 lines			VENTW	UND16	\$129.24	\$69.82								\$3.94	\$3.94					
		Network Interface Device Cross Connect - 2 W			VENTW	UNDC2	\$11.78	\$11.78				\$3.50	\$18.99			\$3.94	\$3.94					
		Network Interface Device Cross Connect - 4W			VENTW	UNDC4	\$11.78	\$11.78				\$3.50	\$18.99			\$3.94	\$3.94					
		UNBUNDLED LOOP CONCENTRATION																				
		Unbundled Loop Concentration - System A (TR300B)			ULC	UCT8A	\$22.17	\$61.04	\$61.04													
		Unbundled Loop Concentration - System B (TR300B)			ULC	UCT8B	\$43.59	\$271.27	\$271.27													
		Unbundled Loop Concentration - System A (TR300B)			ULC	UCT3A	\$297.21	\$601.04	\$601.04													
		Unbundled Loop Concentration - System B (TR300B)			ULC	UCT3B	\$107.18	\$271.27	\$271.27													
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCT00	\$6.04	\$126.61	\$62.17	\$33.48	\$6.57											
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	\$9.59	\$21.08	\$20.98	\$10.75	\$10.68											
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$9.59	\$21.08	\$20.98	\$10.75	\$10.68											
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Sheet Loop Interface (POTS Card)			UEA	ULCC2	\$2.40	\$21.08	\$20.98	\$10.75	\$10.68											
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	\$14.28	\$21.08	\$20.98	\$10.75	\$10.68											
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface			UEA	ULCC4	\$6.51	\$21.08	\$20.98	\$10.75	\$10.68											
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	\$41.58	\$21.08	\$20.98	\$10.75	\$10.68											
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$12.6	\$21.08	\$20.98	\$10.75	\$10.68											
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$12.60	\$21.08	\$20.98	\$10.75	\$10.68					\$3.94	\$3.94					
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$12.60	\$21.08	\$20.98	\$10.75	\$10.68					\$3.94	\$3.94					
		UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																				

BELLSOUTH / Var/Tac RATES
Unbundled Network Elements
KENTUCKY

Attachment 3
Exhibit C
Rates - Page 66

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	ICS	USDC	RATES					OBS RATES					
							Res	Post	Adst	First	Adst	See Order Submitted Rate per LSN	See Order Submitted Monthly per LSN	Incremental Charge - Shared See Order vs. Electronic-Int	Incremental Charge - Shared See Order vs. Electronic-ADM	Incremental Charge - Shared See Order vs. Electronic-Opt Int	Incremental Charge - Shared See Order vs. Electronic-Opt ADM
LINE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contact Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UE	UNECN											
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDLU	UNECN	\$0.0	\$0.0									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBPQ	\$0.0	\$0.0									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	\$0.0	\$0.0									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOBF	\$0.0	\$0.0									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	\$0.0	\$0.0									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
NOTE: 4 month minimum billing period																	
		High Capacity Unbundled Local Loop - DSS - Per Mile per month			UES	1LND	\$11.53										
		High Capacity Unbundled Local Loop - DSS - Facility Termination per month			UES	UESPX	\$378.72	\$603.57	\$628.05	\$658.97	\$168.82	\$3.5	\$31.38	\$31.38	\$3.94	\$3.94	
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1LND	\$11.53										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	\$394.78	\$603.34	\$628.05	\$638.2	\$168.82	\$3.5	\$31.38	\$31.38	\$3.94	\$3.94	
LOOP MAKE-UP																	
		Loop Make-up - Preordering Without Reservation, per working or spare facility queried (Manual) **			UMK	UMQLW		\$47.88	\$47.88								
		Loop Make-up - Preordering With Reservation, per spare facility queried (Manual) **			UMK	UMKLP		\$50.88	\$50.88								
		Loop Make-up - With or Without Reservation, per working or spare facility queried (Mechanized) **						\$0.6748	\$0.6748								
LINE SHARING																	
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	\$203.83	\$377.71	\$0.0	\$357.39	\$0.0	\$0.0	\$0.0				
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	\$60.63	\$377.71	\$0.0	\$357.39	\$0.0	\$0.0	\$0.0				
		Line Sharing - per Line Activation			ULS	ULSDC	\$0.01	\$37.02	\$21.80	\$20.10	\$9.07	\$3.50	\$18.99				
		Line Sharing - per Subsequent Activity per Line Reorganization			ULS	ULSDS		\$32.78	\$16.36				\$3.50	\$18.99			
		Line Sharing-CLEC/DLEC Owned Splitter in CO-per occurrence of each group of 24 lines (48 pr)			ULS	ULSDG		\$57.72		\$11.43							
UNBUNDLED TRANSPORT																	
COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU					\$0.000249										
		Common Transport - Facility Termination Per MOU					\$0.000429										
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1LSOX	\$0.0118										
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	\$29.51	\$81.07	\$54.84	\$33.36	\$13.75	\$3.5	\$31.38	\$31.38	\$3.94	\$3.94	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1LSOX	\$0.0118										
		Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	\$29.51	\$81.07	\$54.84	\$33.36	\$13.75	\$3.50	\$31.38	\$31.38	\$3.94	\$3.94	

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
KENTUCKY

Attachment F
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Notes - Page 98

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interoffice	Zone	RCS	URCC	RATES					DSE RATES						
							Rev	Prst	Adst	Prst	Adst	Rev Order Submitted One per LPT	Rev Order Submitted Monthly per LPT	Incremental Charge - Shared Rev Order vs. Standalone-Adst	Incremental Charge - Shared Rev Order vs. Standalone-Adst	Incremental Charge - Shared Rev Order vs. Standalone-Adst	Incremental Charge - Shared Rev Order vs. Standalone-Adst	
							Rev	Prst	Adst	Prst	Adst	OCOC	OCOM	OCOP	OCOM	OCOP	OCOM	OCOP
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L50X	\$0.0118											
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	\$29.51	\$81.1	\$64.84	\$33.36	\$13.75	\$3.5	\$31.32	\$31.32	\$3.94	\$3.94		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L50X	\$0.0118											
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	\$29.51	\$81.1	\$64.82	\$33.36	\$13.75	\$3.5	\$31.32	\$31.32	\$3.94	\$3.94		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L50X	\$0.0118											
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD9	\$29.51	\$81.10	\$64.82	\$33.36	\$13.75	\$3.90	\$31.32	\$31.32	\$3.94	\$3.94		
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L50X	\$0.2407											
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	\$97.38	\$178.55	\$163.67	\$32.59	\$28.79	\$3.5	\$31.32	\$31.32	\$3.94	\$3.94		
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L50X	\$5.1											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	\$1,191.53	\$557.49	\$325.51	\$120.39	\$116.54	\$3.5	\$31.32	\$31.32	\$3.94	\$3.94		
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L50X	\$5.1											
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TF5	\$1,185.53	\$557.49	\$325.62	\$120.	\$116.54	\$3.5	\$31.32	\$31.32	\$3.94	\$3.94		
		LOCAL CHANNEL - DEDICATED TRANSPORT																
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above-four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	\$18.18	\$366.33	\$68.36	\$73.28	\$8.37	\$12.43	\$31.32	\$31.32	\$3.94	\$3.94		
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDR2	\$18.18	\$366.33	\$68.36	\$73.28	\$8.37	\$12.43	\$31.32	\$31.32	\$3.94	\$3.94		
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4	\$20.12	\$397.22	\$67.22	\$73.99	\$7.31	\$12.46	\$31.32	\$31.32	\$3.94	\$3.94		
		Local Channel - Dedicated - DS1 per month - Zone 1	1		ULDD1	ULDF1	\$44.63	\$325.05	\$307.53	\$44.24	\$29.42	\$3.5	\$31.32	\$31.32	\$3.94	\$3.94		
		Local Channel - Dedicated - DS1 per month - Zone 2	2		ULDD1	ULDF1	\$40.74	\$325.05	\$44.63	\$307.53	\$44.24	\$3.90	\$31.32	\$31.32	\$3.94	\$3.94		
		Local Channel - Dedicated - DS1 per month - Zone 3	3		ULDD1	ULDF1	\$42.95	\$325.05	\$307.53	\$44.24	\$30.42	\$3.90	\$31.32	\$31.32	\$3.94	\$3.94		
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	\$8.98											
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDV3	\$283.57	\$203.34	\$228.05	\$28.2	\$188.62	\$3.5	\$31.32	\$31.32	\$3.94	\$3.94		
		Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1L5NC	\$8.98											
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDV5	\$250.34	\$203.34	\$263.57	\$28.05	\$228.20	\$3.90	\$31.32	\$31.32	\$3.94	\$3.94		
		MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	\$139.65	\$182.05	\$125.19	\$21.	\$18.52	\$3.5	\$31.32	\$31.32	\$3.94	\$3.94		
		OCU-OP COCI (data) - DS1 to DS0 Channel System - per month (2.4-94Kb)			UDL	1D1D0	\$1.63	\$13.15	\$9.45									
		2-wire ISDN COCI (BRITL) - DS1 to DS0 Channel System - per month			UDN	UCICA	\$23.5	\$13.15	\$9.43									
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VB	\$0.7876	\$13.15	\$8.43									
		DS3 to DS1 Channel System per month			UXTD3	MQ3	\$184.62	\$358.4	\$188.000	\$68.3	\$63.44	\$3.5	\$31.31	\$31.31	\$3.94	\$3.94		
		STS1 to DS1 Channel System per month			UXTS1	MQ3	\$184.62											
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	\$14.53	\$13.15	\$9.43									
		DARK FIBER																

BELLSOUTH / VerTec RATES
Unbundled Network Elements
KENTUCKY

Attachment 2
Exhibit C
Rates - Page 57

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interio	Zone	RCS	UOE	RATES					OSS RATES						
							Fee	Fret	Add'l	Fret	Add'l	See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Month See Order vs. Electronic-Int	Incremental Charge - Month See Order vs. Electronic-Add'l	Incremental Charge - Month See Order vs. Electronic-Dis-Int	Incremental Charge - Month See Order vs. Electronic-Dis-Add'l	
																		Dissemination
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	\$48.00											
		NRC Dark Fiber - Local Channel			UDF	UDFC4		\$1,278.61	\$275.63	\$632.07	\$394.05	\$3.5		\$31.32	\$31.32	\$3.94	\$3.94	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	\$31.51											
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		\$1,278.61	\$275.63	\$632.07	\$394.05	\$3.50		\$31.32	\$31.32	\$3.94	\$3.94	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	\$48.00											
		NRC Dark Fiber - Local Loop			UDF	UDFL4		\$1,278.61	\$275.63	\$632.07	\$394.05	\$3.50		\$31.32	\$31.32	\$3.94	\$3.94	
TRANSPORT OTHER																		
		Optional Features & Functions:																
		Clear Channel Capability (B6ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		\$184.91	\$23.82	\$1.99	\$0.78	\$3.50		\$29.24	\$29.24	\$3.94	\$3.94	
		Clear Channel Capability (B6ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		\$184.91	\$23.82	\$1.99	\$0.78	\$3.50		\$29.24	\$29.24	\$3.94	\$3.94	
8XX ACCESS TEN DIGIT SCREENING																		
		8XX Access Ten Digit Screening, Per Call			OHD													
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	NBR1X		\$10.05	\$1.18			\$3.50						
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			\$30.58	\$3.22			\$3.50						
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	NBFTX		\$30.58	\$3.22			\$3.50						
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	NBFCX		\$6.97	\$3.49			\$3.50						
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	NBFXD		\$8.18	\$4.67			\$3.50						
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	NBFAX		\$11.24	\$1.19			\$3.50						
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	NBFDX		\$6.97				\$3.50						
LINE INFORMATION DATA BASE ACCESS (LIDB)																		
		LIDB Common Transport Per Query				OOI		\$0.00028										
		LIDB Validation Per Query				OOJ		\$0.00838										
		LIDB Originating Point Code Establishment or Change						\$107.80				\$3.50						
SIGNALING (CCS7)																		
		CCS7 Signaling Termination, Per STP Port						\$174.08										
		CCS7 Signaling Usage, Per TCAP Message						\$0.000192042										
		CCS7 Signaling Connection, Per link (A link)						\$18.31	\$354.95	\$354.95		\$3.50						
		CCS7 Signaling Usage, Per ISUP Message						\$0.000377993										
		CCS7 Signaling Usage Sumgages, per link per LATA						\$29.98										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected						\$62.00	\$62.00			\$3.50						
CALLING NAME (CNAM) SERVICE																		
		CNAM for DB Owners, Per Query						\$0.016										
		CNAM for Non-DB Owners, Per Query						\$0.01										
		CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)			OOV	COOCH		\$995.00				\$3.50						
OPERATOR SERVICES AND DIRECTORY ASSISTANCE																		
OPERATOR CALL PROCESSING																		
		Oper. Call Processing - Oper. Provided, Per Min - Using BST LIDB						\$1.2										

BELLSOUTH / VerTec RATES
Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	MARKET	SERV	ECS	USOC	RATES				OSS RATES								
							Res	Pvt	Adt1	Pvt1	Adt1	OSMC	OSPP	OSMR	OSMW	OSMA	OSPW		
																		Nonworking	Nonworking
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LDB					\$1.24												
		Oper. Call Processing - Fully Automated, per Call - Using BST LDB					\$0.20												
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LDB					\$0.20												
INWARD OPERATOR SERVICES																			
		Inward Operator Services - Verification, Per Call					\$1.00												
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					\$1.95												
BRANDING - OPERATOR CALL PROCESSING																			
		Recording of Custom Branded OA Announcement				CBAD6	\$7,000.00	\$7,000.00	\$9.61	\$9.61									
		Loading of Custom Branded OA Announcement per shaft/NAV				CBADL	\$500.00	\$500.00				\$3.50							
DIRECTORY ASSISTANCE SERVICES																			
DIRECTORY ASSISTANCE ACCESS SERVICE																			
		Directory Assistance Access Service Calls, Charge Per Call					\$0.275												
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																			
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					\$0.10												
UNBRANDING																			
DIRECTORY TRANSPORT																			
		Directory Transport - Local Channel DB1					\$38.32	\$637.48	\$346.94			\$3.50							
		Directory Transport - DS1 Level Interoffice Per Mile					\$0.45					\$3.5							
		Directory Transport - DS1 Level Interoffice Per Facility Termination					\$55.05	\$298.18	\$231.19			\$3.50							
		Switched Common Transport Per DA Access Service Per Call					\$0.000175					\$3.5							
		Switched Common Transport Per DA Access Service Per Call Per Mile					\$0.000024					\$3.5							
		Access Tandem Switching Per DA Access Service Per Call					\$0.000783					\$3.5							
		Directory Transport - Installation NRC, Per Trunk or Signaling Connection						\$901.98	\$13.38			\$3.50							
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADB)																			
		Directory Assistance Data Base Service Charge Per Listing					\$0.04												
		Directory Assistance Data Base Service, per month				DBSOF	\$160.00												
BRANDING - DIRECTORY ASSISTANCE																			
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA	\$3,000.00	\$3,000.00											
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC	\$880.00	\$880.00											
SELECTIVE ROUTING																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		\$229.65	\$229.65			\$3.50	\$18.99	\$18.99					
VIRTUAL COLOCATION																			
		Virtual Collocation - 2-wire Cross Connects (loop)			usw1,usa,uch,udc,usl,u	UEAC2	\$0.31	\$54.21	\$51.07			\$3.50							
		Virtual Collocation - 2-wire Cross Connects (port)			N,ucl,usq	VE1P2	\$0.31	\$54.21	\$51.07			\$3.50							
		Virtual Collocation - 4-wire Cross Connects (loop)			usw,uh,ucl,ud	UEAC4	\$0.62	\$54.23	\$50.99			\$3.50							
		Virtual Collocation - 4-wire Cross Connects (port)				VE1P4	\$0.62	\$54.23	\$50.99			\$3.50							
		Virtual Collocation - 2-Fiber Cross Connects				CNC2F	\$15.64	\$41.56	\$39.62			\$3.50							
		Virtual Collocation - 4-Fiber Cross Connects				CNC4F	\$28.11	\$50.53	\$38.76			\$3.50							
		Virtual Collocation - DS1 Cross Connects			USLULC	CNC1X	\$1.50	\$44.07	\$31.86	\$12.76	\$11.53								
AIN SELECTIVE CARRIER ROUTING																			
		Regional Service Establishment			SRC	SRCEC	#####	#####											

BELLSOUTH / VarTec RATES
Unbundled Network Elements
KENTUCKY

Attachment 2
Exhibit C
Rates - Page 66

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interio	Zone	SRC	URC	RATES				OBS RATES								
							Res	Res	AM1	Prim	AM1	SCMG	SCMG	SCMG	SCMG	SCMG	SCMG		
							Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per		
		End Office Establishment			SRC	SRCEO													
		Line/Port NRC, per end user			SRC	SRCLP				\$2.06	\$2.06								
		Query NRC, per query			SRC					\$0.000448									
AIN - BELLSOUTH AIN 388 ACCESS SERVICE																			
AIN - BELLSOUTH AIN TOOLKIT SERVICE																			
ODUF/EDUF/ADUFCMS																			
ACCESS DAILY USAGE FILE (ADUF)																			
		ADUF: Message Processing, per message								\$0.004									
		ADUF: Data Transmission (CONNECT-DIRECT), per message								\$0.001									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message								\$0.004									
OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message								\$1.000811									
		ODUF: Message Processing, per message								\$0.002267									
		ODUF: Message Processing, per Magnetic Tape provisioned								\$53.66									
		ODUF: Data Transmission (CONNECT-DIRECT), per message								\$0.000366									
ENHANCED EXTENDED LINK (EELs)																			
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																			
NOTE: Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																			
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																			
NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order. (No Switch As Is Charge.)																			
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 2-Wire VG Loop(SL2)/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2				\$17.78									
		First 2-Wire VG Grade Loop(SL2)/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2				\$23.96									
		First 2-Wire VG Grade Loop(SL2)/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2				\$34.96									
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1LSXX				\$0.2407									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	UH1F1				\$97.58									
		DS1 Characterization System Per Month			UNC1X	MQ1				\$139.85									
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG				\$0.7676									
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2				\$17.78									
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2				\$23.96									
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2				\$34.96									

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inserts	Zones	SCS	UNCC	RATES					OSS RATES						
							Per	Per	Add'l	Per	Add'l	See Order Submitted Else per LBN	See Order Submitted Monthly per LBN	Incremental Charge - Mixed See Order vs. Electronics-Flat	Incremental Charge - Mixed See Order vs. Electronics-Flat	Incremental Charge - Mixed See Order vs. Electronics-Flat	Incremental Charge - Mixed See Order vs. Electronics-Flat	
																		Recurring
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.7676											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.5		\$33.63	\$27.49	\$19.86	\$11.85	
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$36.85							\$33.63	\$27.49	\$19.86	\$11.85	
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.53											
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$34.22											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L50X	\$0.2407											
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	\$97.36											
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$139.65											
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.7676											
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$36.85											
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.53											
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$34.22											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.50		\$33.63	\$27.49	\$19.86	\$11.85	
		4-WIRE 56 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$36.92											
		First 4-wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.32											
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$37.4											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L50X	\$0.2407											
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	\$97.36											
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$139.65											
		OCU-OP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64Kbps)			UNCDX	1D1DD	\$1.63											
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$36.92											
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.32											
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$37.4											
		OCU-OP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64Kbps)			UNCDX	1D1DD	\$1.63											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.50		\$33.63	\$27.49	\$19.86	\$11.85	
		4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$36.92											
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.32											
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$37.4											

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
KENTUCKY

Attachment 2
E88N C
Rates - Page 61

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Rate	BCS	BSC	RATES					OSB RATES						
							Per	Per	Per	Per	Per	Per Order Submitted On per LSN	Per Order Submitted Monthly per LSN	Incremental Charge - Month Per Order vs. Electronic-1st	Incremental Charge - Month Per Order vs. Electronic-Add'l	Incremental Charge - Month Per Order vs. Electronic-Other	Incremental Charge - Month Per Order vs. Electronic-Other Add'l	
																		Per
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5DX	\$0.2407											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$97.38											
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$139.65											
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNC0X	1D1DD	\$1.63											
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1	1		UNC0X	UDL64	\$36.92											
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2	2		UNC0X	UDL64	\$40.32											
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3	3		UNC0X	UDL64	\$37.4											
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNC0X	1D1DD	\$1.63											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCG		\$11.19	\$11.19	\$13.91	\$13.91	\$3.90	\$33.63	\$27.49			\$11.85	
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1	1		UNC1X	USLXX	\$108.04											
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2	2		UNC1X	USLXX	\$136.15											
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3	3		UNC1X	USLXX	\$166.26											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5DX	\$0.2407											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$97.38											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCG		\$11.19	\$11.19	\$13.91	\$13.91	\$3.90	\$33.63	\$27.49			\$11.85	
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1	1		UNC1X	USLXX	\$108.04											
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2	2		UNC1X	USLXX	\$136.15											
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3		UNC1X	USLXX	\$166.26											
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L6XX	\$4.67											
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	\$1,191.63											
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	\$194.82											
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$14.53											
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1	1		UNC1X	USLXX	\$108.04											
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2	2		UNC1X	USLXX	\$136.15											
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3		UNC1X	USLXX	\$166.26											
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$14.53											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.90	\$33.63	\$27.49	\$19.85		\$11.85	
		2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1	1		UNCVX	UEAL2	\$17.78											
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2	2		UNCVX	UEAL2	\$23.96											
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3	3		UNCVX	UEAL2	\$34.96											

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	RCS	UROC	RATES					OSS RATES						
							Res	Res	Adt	Res	Adt	Per Order Submitted Mo. per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Shared Per Order vs. BaseRate-Int	Incremental Charge - Shared Per Order vs. BaseRate-Adt	Incremental Charge - Shared Per Order vs. BaseRate-Int	Incremental Charge - Shared Per Order vs. BaseRate-Adt	
							Nonrecurring	Discontinued	Nonrecurring	Discontinued	Nonrecurring	Discontinued	Nonrecurring	Discontinued	Nonrecurring	Discontinued		
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L50X	\$0.0118											
		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	\$29.51											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNQCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.00	\$33.63	\$27.49				
		4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$38.65											
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.57											
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$34.22											
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L50X	\$0.0118											
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	\$28.22											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNQCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.00	\$33.63	\$27.49				
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNCSX	1L8ND	\$11.53											
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNCSX	UE3PX	\$379.72											
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNCSX	1L5XX	\$5.1											
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNCSX	U1TF3	\$1,184.53											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNQCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.00	\$33.63	\$27.49				
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L8ND	\$11.53											
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	\$379.72											
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L50X	\$5.1											
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TF5	\$1,191.53											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNQCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.00	\$33.63	\$27.49				
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	\$25.73											
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	\$34.83											
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	\$45.46											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L50X	\$0.2407											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$97.38											
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	\$138.85											
		2-wire ISDN COC (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.5											
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	\$25.73											

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	ICS	UNOC	RATES					OSG RATES								
							Rev	Fint	Advt	Fint	Advt	Rev	Rev	Rev	Rev	Rev	Rev			
																		Nonrecurring	Nonrecurring	Nonrecurring
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	\$34.83													
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	\$45.49													
		2-wire ISDN COC (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.5													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.50		\$33.65	\$27.49					
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$106.04													
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$135.15													
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$166.25													
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5DX	\$5.1													
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1T7B	\$1,185.53													
		STS1 to DS1 Channel System combination per month			UNCSX	MC3	\$194.62													
		DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1	\$14.53													
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$106.04													
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$135.15													
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$166.25													
		DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1	\$14.53													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.50		\$33.65	\$27.49					
		4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps INTEROFFICE TRANSPORT (EEL)																		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNC0X	UDL5B	\$36.92													
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNC0X	UDL5B	\$40.32													
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNC0X	UDL5B	\$37.99													
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNC0X	1L5DX	\$0.0118													
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNC0X	U1TD6	\$21.26													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC0X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.50		\$33.65	\$27.49					
		4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)																		
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNC0X	UDL64	\$36.92													
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNC0X	UDL64	\$40.32													
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNC0X	UDL64	\$37.9													
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNC0X	1L5DX	\$0.0118													
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNC0X	U1TD6	\$21.26													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC0X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91	\$3.50		\$33.65	\$27.49					
		ADDITIONAL NETWORK ELEMENTS																		
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																		

BELLSOUTH / VerTec RATES
Unbundled Network Elements
LOUISIANA

Attachment 2
Exhibit C
Rates - Page 65

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	BOS	URCC	RATES					OSS RATES					
							Per	Per	Adm	Per	Adm	See Order Submitted Rate per LSR	See Order Submitted Monthly per LSR	Incremental Change - Manual See Order vs. Electronic-Net	Incremental Change - Manual See Order vs. Electronic-Adm	Incremental Change - Manual See Order vs. Electronic-Dis-Net	Incremental Change - Manual See Order vs. Electronic-Dis-Adm
							Per	Per	Adm	Per	Adm	OSMIC	OSMAN	OSMAN	OSMAN	OSMAN	OSMAN
Geographically Deactivated UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deactivated UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deactivated UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. I.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_cof/docs/interconnectiondeavurns.pdf to view Geographically Deactivated UNE Zone Designations by Central Office.																	
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 1	1	UEANL	UEAL2	\$14.98	\$40.98	\$29.98	\$11.48	\$3.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2	2	UEANL	UEAL2	\$25.98	\$40.98	\$29.98	\$11.48	\$3.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3	3	UEANL	UEAL2	\$32.47	\$40.98	\$29.98	\$11.48	\$3.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		Engineering Information Document (EI)		UEANL		\$28.72	\$28.72										
		Manual Order Coordination for UVL-SL1s (per loop)		UEANL	UEAMC	\$34.90	\$34.90										
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *		UEANL	OCOSL	\$32.77	\$32.77										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1	UEA	UEAL2	\$17.95	\$69.95	\$74.73	\$28.73	\$18.67	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2	UEA	UEAL2	\$30.32	\$69.95	\$74.73	\$28.73	\$18.67	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3	UEA	UEAL2	\$61.65	\$69.95	\$74.73	\$28.73	\$18.67	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	\$32.77	\$32.77										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1	UEA	UEAR2	\$17.95	\$69.95	\$74.73	\$28.73	\$18.67	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2	UEA	UEAR2	\$30.32	\$69.95	\$74.73	\$28.73	\$18.67	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3	UEA	UEAR2	\$61.65	\$69.95	\$74.73	\$28.73	\$18.67	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	\$32.77	\$32.77										
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1	1	UEA	UEAL4	\$94.38	\$198.10	\$163.28	\$74.27	\$39.44	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		4-Wire Analog Voice Grade Loop - Zone 2	2	UEA	UEAL4	\$41.85	\$198.10	\$163.28	\$74.27	\$39.44	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		4-Wire Analog Voice Grade Loop - Zone 3	3	UEA	UEAL4	\$86.47	\$198.10	\$163.28	\$74.27	\$39.44	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	\$32.77	\$32.77										
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire ISDN Digital Grade Loop - Zone 1	1	UDN	U1L2X	\$21.15	\$223.27	\$172.93	\$74.27	\$39.44	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire ISDN Digital Grade Loop - Zone 2	2	UDN	U1L2X	\$38.32	\$223.27	\$172.93	\$74.27	\$39.44	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire ISDN Digital Grade Loop - Zone 3	3	UDN	U1L2X	\$74.19	\$223.27	\$172.93	\$74.27	\$39.44	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination For Specified Conversion Time (per LSR)		UDN	OCOSL	\$32.77	\$32.77										
		2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	1	UDC	UDC2X	\$28.55	\$233.18	\$158.33	\$105.01	\$20.41	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	2	UDC	UDC2X	\$37.12	\$233.18	\$158.33	\$105.01	\$20.41	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	3	UDC	UDC2X	\$51.98	\$233.18	\$158.33	\$105.01	\$20.41	\$3.90	\$18.14	\$8.08	\$11.41	\$11.41		
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2X	\$11.80	\$343.13	\$310.03	\$72.54	\$39.42	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2X	\$20.43	\$343.13	\$310.03	\$72.54	\$39.42	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		

BELLSOUTH / VarTec RATES
Unbundled Network Elements
LOUISIANA

Attachment 2
EUNR C
Rate - Page 66

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	UDC	RATES					OSS RATES						
							Rate	Frt	Adt	Rate	Frt	Adt	See Order Submitted Rate per LSR	See Order Monthly per LSR	Increased Charge - Manual See Order vs. Electronic-Int	Increased Charge - Manual See Order vs. Electronic-Adt	Increased Charge - Manual See Order vs. Electronic-Dis Int	Increased Charge - Manual See Order vs. Electronic-Dis Adt
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	\$41.73	\$343.13	\$310.03	\$72.54	\$39.42	\$3.50		\$18.14	\$8.06	\$11.41		
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$32.77										
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	\$11.90	\$204.74	\$129.02	\$100.41	\$15.81	\$3.50	\$19.89					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	\$20.43	\$204.74	\$129.02	\$100.41	\$15.81	\$3.50	\$19.89					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	\$41.73	\$204.74	\$129.02	\$100.41	\$15.81	\$3.50	\$19.89					
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$32.77										
		3-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	\$9.97	\$343.13	\$310.03	\$72.54	\$39.42	\$3.50		\$18.14	\$8.06	\$11.41		
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	\$15.41	\$343.13	\$310.03	\$72.54	\$39.42	\$3.50		\$18.14	\$8.06	\$11.41		
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	\$31.48	\$343.13	\$310.03	\$72.54	\$39.42	\$3.50		\$18.14	\$8.06	\$11.41		
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$32.77										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	\$9.97	\$222.04	\$146.33	\$100.41	\$15.81	\$3.50	\$19.89					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	\$15.41	\$222.04	\$146.33	\$100.41	\$15.81	\$3.50	\$19.89					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	\$31.48	\$222.04	\$146.33	\$100.41	\$15.81	\$3.50	\$19.89					
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$32.77										
		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	\$12.97	\$381.46	\$328.36	\$72.54	\$39.42	\$3.50		\$18.14	\$8.06	\$11.41		
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	\$21.78	\$381.46	\$328.36	\$72.54	\$39.42	\$3.50		\$18.14	\$8.06	\$11.41		
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	\$44.44	\$381.46	\$328.36	\$72.54	\$39.42	\$3.50		\$18.14	\$8.06	\$11.41		
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$32.77										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	\$12.97	\$278.17	\$203.46	\$111.45	\$20.98	\$3.50	\$19.89					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	\$21.78	\$278.17	\$203.46	\$111.45	\$20.98	\$3.50	\$19.89					
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	\$44.44	\$278.17	\$203.46	\$111.45	\$20.98	\$3.50	\$19.89					
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$32.77										
		4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USL1X	\$56.32	\$410.38	\$255.48	\$82.35	\$38.44	\$3.50		\$18.14	\$8.06	\$11.41		
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USL1X	\$98.73	\$410.38	\$255.48	\$82.35	\$38.44	\$3.50		\$18.14	\$8.06	\$11.41		
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USL1X	\$197.57	\$410.38	\$255.48	\$82.35	\$38.44	\$3.50		\$18.14	\$8.06	\$11.41		
		Order Coordination for Specified Conversion Time			USL	OCOSL		\$33.05										
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	\$27.5	\$333.28	\$230.5	\$87.99	\$44.24	\$3.5		\$18.14	\$8.06	\$11.41		
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	\$47.24	\$333.28	\$230.5	\$87.99	\$44.24	\$3.50		\$18.14	\$8.06	\$11.41		
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	\$86.48	\$333.28	\$230.5	\$87.99	\$44.24	\$3.5		\$18.14	\$8.06	\$11.41		
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	\$27.50	\$333.28	\$230.50	\$87.99	\$44.24	\$3.50		\$18.14	\$8.06	\$11.41		
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	\$47.24	\$333.28	\$230.50	\$87.99	\$44.24	\$3.50		\$18.14	\$8.06	\$11.41		
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	\$86.48	\$333.28	\$230.50	\$87.99	\$44.24	\$3.50		\$18.14	\$8.06	\$11.41		
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$32.77										
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	\$27.50	\$333.28	\$230.50	\$87.99	\$44.24	\$3.50		\$18.14	\$8.06	\$11.41		

BELLSOUTH / VarTec RATES
Unbundled Network Elements
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CATEGORY	WOTR	UNBUNDLED NETWORK ELEMENT	Interim	Zone	SVC	UOC	RATES					OBS RATES					
							Nonworking		Working		ADMT	BOMC	BOPW	BOSM	BOMW	BOSM	BOMW
							Pre	Post	Pre	Post							
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	\$47.24	\$333.28	\$230.50	\$67.99	\$44.24	\$3.50	\$18.14	\$8.08	\$11.41		
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	\$56.48	\$333.28	\$230.50	\$67.99	\$44.24	\$3.50	\$18.14	\$8.08	\$11.41		
		Order Coordination for Specified Conversion Time			UDL	OCOBL		\$32.77									
		3-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	\$15.97	\$263.15	\$183.59	\$120.02	\$22.34	\$3.50	\$19.99				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	\$17.98	\$263.15	\$183.59	\$120.02	\$22.34	\$3.50	\$19.99				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	\$18.18	\$263.15	\$183.59	\$120.02	\$22.34	\$3.50	\$19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$34.9	\$34.9								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	\$15.97	\$202.86	\$127.16	\$100.41	\$15.81	\$3.50	\$19.99				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	\$17.47	\$202.86	\$127.16	\$100.41	\$15.81	\$3.50	\$19.99				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	\$18.18	\$202.86	\$127.16	\$100.41	\$15.81	\$3.50	\$19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$34.9	\$34.9								
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	\$42.85	\$269.99	\$190.43	\$120.02	\$22.34	\$3.50	\$19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	\$57.79	\$269.99	\$190.43	\$120.02	\$22.34	\$3.50	\$19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	\$100.6	\$269.99	\$190.43	\$120.02	\$22.34	\$3.50	\$19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$34.9	\$34.9								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	\$42.85	\$189.73	\$114.01	\$100.41	\$15.81	\$3.50	\$19.99				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	\$57.79	\$189.73	\$114.01	\$100.41	\$15.81	\$3.50	\$19.99				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	\$100.6	\$189.73	\$114.01	\$100.41	\$15.81	\$3.50	\$19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$34.90	\$34.9								
		2-Wire Unbundled Copper Loop - Non-Designated - Zone 1		1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.85	\$7.08	\$3.5	\$18.14	\$8.08	\$11.41	\$11.41	
		2-Wire Unbundled Copper Loop - Non-Designated - Zone 2		2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.85	\$7.08	\$3.5	\$18.14	\$8.08	\$11.41	\$11.41	
		2-Wire Unbundled Copper Loop - Non-Designated - Zone 3		3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.85	\$7.08	\$3.5	\$18.14	\$8.08	\$11.41	\$11.41	
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designated (per loop)			UEQ	USBMC		\$34.80	\$34.80								
		Engineering Information Document			UEQ			\$28.72	\$28.72								
		Loop Testing - Basic, 1st Half Hour			UEQ	URET1		\$78.92	\$78.92								
		Loop Testing - Basic, Additional Half Hour			UEQ	URETA		\$23.33	\$23.33								
		4-WIRE COPPER LOOP															
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	\$26.88	\$331.51	\$211.84	\$132.43	\$27.97	\$3.50	\$19.99				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	\$26.01	\$331.51	\$211.84	\$132.43	\$27.97	\$3.50	\$19.99				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	\$27.9	\$331.51	\$211.84	\$132.43	\$27.97	\$3.50	\$19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$34.9	\$34.9								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	\$26.88	\$251.24	\$175.52	\$111.45	\$20.98	\$3.50	\$19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	\$26.01	\$251.24	\$175.52	\$111.45	\$20.98	\$3.50	\$19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	\$27.9	\$251.24	\$175.52	\$111.45	\$20.98	\$3.50	\$19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$34.9	\$34.9								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 1		1	UCL	UCL4L	\$78.23	\$318.35	\$188.79	\$132.43	\$27.97	\$3.50	\$19.99				

BELLSOUTH / ViaTec RATES
 Unbundled Network Elements
 LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT					RATES					OBS RATES					
		Location	Zone	OCB	USOC	Rate	Rate	Add'l	Rate	Add'l	Rate	Rate	Rate	Rate	Rate	Rate	Rate
		4-Wire Unbundled Copper Loop/Long - Includes manual svc. Inquiry and facility reservation - Zone 2	2	UCL	UCL4L	\$112.23	\$318.35	\$188.79	\$132.43	\$27.97	\$3.00	\$19.00					
		4-Wire Unbundled Copper Loop/Long - Includes manual svc. Inquiry and facility reservation - Zone 3	3	UCL	UCL4L	\$138.01	\$318.35	\$188.79	\$132.43	\$27.97	\$3.00	\$19.00					
		Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		\$34.9	\$34.9									
		4-Wire Unbundled Copper Loop/Long - without manual svc. Inquiry and facility reservation - Zone 1	1	UCL	UCL4O	\$78.23	\$238.09	\$162.37	\$111.45	\$20.98	\$3.00	\$19.00					
		4-Wire Unbundled Copper Loop/Long - without manual svc. Inquiry and facility reservation - Zone 2	2	UCL	UCL4O	\$112.23	\$238.09	\$162.37	\$111.45	\$20.98	\$3.00	\$19.00					
		4-Wire Unbundled Copper Loop/Long - without manual svc. Inquiry and facility reservation - Zone 3	3	UCL	UCL4O	\$138.01	\$238.09	\$162.37	\$111.45	\$20.98	\$3.00	\$19.00					
		Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		\$34.9	\$34.9									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18ft		UAL, UHL, UCL, UEO	ULM2L		\$65.11	\$65.11									
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18ft		UCL	ULM2G		\$241.16	\$241.16									
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18ft		UHL, UCL	ULM4L		\$65.11	\$65.11									
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18ft		UCL	ULM4G		\$241.16	\$241.16									
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		UAL, UHL, UCL, UEO, UEF	ULM8T		\$65.15	\$65.15									
SUB-LOOPS																	
Sub-Loop Distribution																	
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	1	UEANL	USBSA	\$612.58	\$612.58		\$3.00		\$18.14	\$8.08	\$11.41	\$11.41			
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	1	UEANL	USBSB	\$45.22	\$45.22		\$3.00		\$18.14	\$8.08	\$11.41	\$11.41			
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1	UEANL	USBSC	\$379.35	\$379.35		\$3.00		\$18.14	\$8.08	\$11.41	\$11.41			
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1	UEANL	USBSD	\$110.17	\$110.17		\$3.00		\$18.14	\$8.08	\$11.41	\$11.41			
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN2	\$10.23	\$131.45	\$61.84	\$60.39	\$13.57	\$3.00	\$18.14	\$8.08	\$11.41	\$11.41		
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN2	\$13.92	\$131.45	\$61.84	\$60.39	\$13.57	\$3.00	\$18.14	\$8.08	\$11.41	\$11.41		
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN2	\$20.22	\$131.45	\$61.84	\$60.39	\$13.57	\$3.00	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		\$32.77	\$32.77									
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN4	\$15.14	\$157.99	\$68.28	\$100.74	\$18.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN4	\$19.84	\$157.99	\$68.28	\$100.74	\$18.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN4	\$24.00	\$157.99	\$68.28	\$100.74	\$18.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		\$32.77	\$32.77									
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	1	UEANL	USBR2	\$3.18	\$105.91	\$39.30	\$60.39	\$13.57	\$8.50	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		\$32.77	\$32.77									
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	1	UEANL	USBR4	\$7.20	\$118.30	\$43.77	\$100.74	\$18.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		\$32.77	\$32.77									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS2X	\$8.41	\$131.45	\$61.84	\$60.39	\$13.57	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS2X	\$11.00	\$131.45	\$61.84	\$60.39	\$13.57	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS2X	\$13.50	\$131.45	\$61.84	\$60.39	\$13.57	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC		\$32.77	\$32.77									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS4X	\$10.13	\$157.99	\$68.28	\$100.74	\$18.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS4X	\$13.08	\$157.99	\$68.28	\$100.74	\$18.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS4X	\$17.02	\$157.99	\$68.28	\$100.74	\$18.38	\$3.50	\$18.14	\$8.08	\$11.41	\$11.41		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC		\$32.77	\$32.77									

BELLSOUTH / VarTec RATES
Unbundled Network Elements
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interm	Zone	RCS	UNOE	RATES					OBS RATES								
							Per	Per	Add	Per	Add	Per Order Submitted Per LSR	Per Order Submitted Monthly per LSR	Incremental Charge - Month Per Order vs. BaseRate-Int	Incremental Charge - Month Per Order vs. BaseRate-AMT	Incremental Charge - Month Per Order vs. BaseRate-Ext Int	Incremental Charge - Month Per Order vs. BaseRate-Ext AMT			
																		Per	Per	Per
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		\$32.77												
		Sub-Loop Feeder - Par 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	\$27.11	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Sub-Loop Feeder - Par 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	\$24.84	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Sub-Loop Feeder - Par 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	\$24.95	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Sub-Loop Feeder - Par 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	\$27.11	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Sub-Loop Feeder - Par 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	\$24.84	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Sub-Loop Feeder - Par 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	\$24.95	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		\$32.77												
		Sub-Loop Feeder - Par 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	\$27.11	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Sub-Loop Feeder - Par 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	\$24.84	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Sub-Loop Feeder - Par 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	\$24.95	\$201.83	\$127.07	\$124.72	\$34.25	\$3.50	\$19.99							
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		\$32.77												
		Unbundled Sub-Loop Modification																		
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Co/Equip Removal per 2-W PR			UEF	ULM2X		\$365.32	\$12.25			\$3.50		\$18.14	\$8.08	\$11.41	\$11.41			
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Co/Equip Removal per 4-W PR			UEF	ULM4X		\$365.32	\$12.25			\$3.50		\$18.14	\$8.08	\$11.41	\$11.41			
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unbanded			UEF	ULMT		\$558.94	\$14.28			\$3.50	\$18.14		\$8.08	\$11.41	\$11.41			
		Unbundled Network Terminating Wire (UNTW)																		
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	\$0.35	\$82.26	\$82.26			\$3.50		\$18.14	\$8.08	\$11.41	\$11.41			
		Network Interface Device (NID)																		
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		\$88.37	\$88.69											
		Network Interface Device (NID) - 1-6 lines			UENTW	UND18		\$127.79	\$88.11											
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		\$11.72	\$11.72			\$3.50		\$18.14	\$8.08	\$11.41	\$11.41			
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		\$11.72	\$11.72			\$3.50		\$18.14	\$8.08	\$11.41	\$11.41			
		UNBUNDLED LOOP CONCENTRATION																		
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	\$432.54	\$850.11	\$850.11											
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	\$81.71	\$270.88	\$270.88											
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	\$478.24	\$850.11	\$850.11											
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	\$103.99	\$270.88	\$270.88											
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	\$5.91	\$128.43	\$88.04	\$34.02		\$9.52								
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	\$9.35	\$21.05	\$20.93	\$10.92		\$10.88								
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$9.35	\$21.05	\$20.93	\$10.92		\$10.88								
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			VEA	ULCC2	\$2.35	\$21.05	\$20.93	\$10.92		\$10.88								
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (BPOTS Card)			VEA	ULCCR	\$13.95	\$21.05	\$20.93	\$10.92		\$10.88								
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface			VEA	ULCC4	\$5.32	\$21.05	\$20.93	\$10.92		\$10.88								
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	\$40.67	\$21.05	\$20.93	\$10.92		\$10.88								
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$12.33	\$21.05	\$20.93	\$10.92		\$10.88								
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$12.33	\$21.05	\$20.93	\$10.92		\$10.88								
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$12.33	\$21.05	\$20.93	\$10.92		\$10.88								
		UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																		

BELLSOUTH / VarTco RATES
 Unbundled Network Elements
 LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	GCS	USOC	RATES					ORG RATES							
							Res	Pret	AdFI	Prnt	AdFI	E240C	E240M	E240S	E240V	E240W	E240X	Incremental Charge - Based On Order vs. Elements-Flat	Incremental Charge - Based On Order vs. Elements-Flat AdFI
UNE OTHER, PROVISIONING ONLY - NO RATE																			
		NID - Dispatch and Service Order for NID Installation				UENTW	UNDBX												
		UNTW Circuit to Establishment, Provisioning Only - No Rate				UENTW	UENCE												
		Unbundled Contract Name, Provisioning Only - No Rate				UEANL,UEF,UEQ,UE													
		Unbundled Contract Name, Provisioning Only - no rate				NTW	UNECCN												
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate				UAL,UCL,UCC,UDLU													
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate				DN,UEA,UHL,UUC	UNECCN	\$0.0	\$0.0										
		Unbundled DS1 Loop - Superframe Format Option - no rate				UEA,UDN,UCL,UDC	USBFQ	\$0.0	\$0.0										
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate				UEA,USL,UCL,UDL	USBFR	\$0.0	\$0.0										
						USL	CCOSF	\$0.0	\$0.0										
						USL	CCOEF	\$0.0	\$0.0										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																			
		NOTE: 4 month minimum billing period																	
		High Capacity Unbundled Local Loop - DSS - Per Mile per month				UES	1LSND	\$12.75											
		High Capacity Unbundled Local Loop - DSS - Facility Termination per month				UES	UE3FK	\$418.1	\$902.06	\$927.6	\$942.15	\$189.36	\$3.5	\$91.27	\$91.27	\$3.92	\$3.92		
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month				UDLSX	1LSND	\$12.75											
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month				UDLSX	UDLS1	\$433.21	\$902.06	\$927.06	\$942.15	\$189.36	\$3.5	\$91.27	\$91.27	\$3.92	\$3.92		
LOOP MAKE-UP																			
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) - **				UMK	UMKLW	\$47.91	\$47.91										
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) - **				UMK	UMKLP	\$60.80	\$60.80										
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) - **						\$0.6652	\$0.6652										
LINE SHARING																			
		Line Sharing Splitter, per System 96 Line Capacity				ULS	ULSDA	\$215.86	\$377.17	\$0.0	\$356.58	\$0.0	\$0.0	\$0.0					
		Line Sharing Splitter, per System 24 Line Capacity				ULS	ULSDB	\$53.97	\$377.17	\$0.0	\$356.58	\$0.0	\$0.0	\$0.0					
		Line Sharing - per Line Activation				ULS	ULSDC	\$0.61	\$36.97	\$21.17	\$20.00	\$9.62	\$3.50	\$18.14	\$8.06	\$11.41	\$11.41		
		Line Sharing - per Subsequent Activity per Line Reassignment				ULS	ULSDS		\$32.74	\$16.35			\$3.50	\$18.14	\$8.06				
		Line Sharing-CLECDLEC Owned Splitter In CO-per occurrence of each group of 24 lines (48 pr)				ULS	ULSDG		\$57.64		\$11.37								
UNBUNDLED TRANSPORT																			
		COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU						\$0.000083											
		Common Transport - Facilities Termination Per MOU						\$0.00047											
		NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DSS - one month, DSS and above four months																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																			
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				U1TVX	1LSXX	\$0.0165											
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month				U1TVX	U1TV2	\$26.12	\$80.86	\$54.76	\$33.91	\$13.97	\$3.5	\$91.27	\$91.27	\$3.92	\$3.92		
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month				U1TVX	1LSXX	\$0.0165											
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month				U1TVX	U1TR2	\$26.12	\$80.86	\$54.76	\$33.91	\$13.97	\$3.50	\$91.27	\$91.27	\$3.92	\$3.92		

BELLSOUTH / VarToc RATES
 Unbundled Network Elements
 LOUISIANA

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 Rates - Page 72

CATEGORY	NOTES	MARKET	ZONE	BSL	BSC	RATES				OBS RATES					
						Res	Pret	Adt	Discont	Res	Pret	Res	Pret	Res	Pret
GROUND NETWORK ELEMENT															
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L50X	\$0.0165									
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	\$22.88	\$60.88	\$54.76	\$33.91	\$13.97	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
	Interoffice Channel - Dedicated Transport - 56 Kbps - per mile per month			U1TDX	1L50X	\$0.0165									
	Interoffice Channel - Dedicated Transport - 56 Kbps - Facility Termination per month			U1TDX	U1TD5	\$26.12	\$90.88	\$54.76	\$33.91	\$13.97	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
	Interoffice Channel - Dedicated Transport - 64 Kbps - per mile per month			U1TDX	1L50X	\$0.0165									
	Interoffice Channel - Dedicated Transport - 64 Kbps - Facility Termination per month			U1TDX	U1TD6	\$26.12	\$90.88	\$54.76	\$33.91	\$13.97	\$3.50	\$31.27	\$31.27	\$3.92	\$3.92
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L50X	\$0.3367									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	\$81.45	\$178.34	\$163.44	\$33.13	\$28.27	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3															
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L50X	\$7.46									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	\$682.87	\$368.88	\$323.16	\$121.89	\$118.47	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1															
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L50X	\$7.67									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TF3	\$659.46	\$368.88	\$323.16	\$121.89	\$118.47	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
LOCAL CHANNEL - DEDICATED TRANSPORT															
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above-four months															
	Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULOV2	\$21.42	\$395.78	\$36.26	\$74.25	\$8.48	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
	Local Channel - Dedicated - 2-Wire Voice Grade Flat Bat per month			ULCVX	ULDR2	\$21.42	\$395.78	\$36.26	\$74.25	\$8.48	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
	Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULOV4	\$22.7	\$395.78	\$36.26	\$74.25	\$8.48	\$12.63	\$31.28	\$31.28	\$3.92	\$3.92
	Local Channel - Dedicated - DS1 per month - Zone 1	1		ULDD1	ULDF1	\$45.1	\$354.58	\$307.1	\$44.87	\$30.83	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
	Local Channel - Dedicated - DS1 per month - Zone 2	2		ULDD1	ULDF1	\$85.82	\$354.58	\$46.1	\$307.1	\$44.87	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92
	Local Channel - Dedicated - DS1 per month - Zone 3	3		ULDD1	ULDF1	\$144.95	\$354.58	\$307.1	\$44.87	\$30.83	\$3.50	\$31.27	\$31.27	\$3.92	\$3.92
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	\$9.92									
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	\$534.82	\$302.06	\$27.3	\$242.18	\$168.38	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
	Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1L5NC	\$9.92									
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDF3	\$529.82	\$302.06	\$27.3	\$242.18	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92	
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	\$121.5	\$161.88	\$125.01	\$21.35	\$18.64	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2-64bs)			UDL	1D1DD	\$1.6	\$13.14	\$9.42							
	2-wire SDN COCI (BRITE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	\$3.43	\$13.14	\$9.42							
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	\$0.7909	\$13.14	\$9.42							
	DS3 to DS1 Channel System per month			UXTD3	MC3	\$233.25	\$355.89	\$187.73	\$67.4	\$54.49	\$3.5	\$31.27	\$31.27	\$3.92	\$3.92
	STS1 to DS1 Channel System per month			UXTS1	MC3	\$233.25	\$355.89	\$187.73	\$67.4	\$54.49	\$3.50	\$31.27	\$31.27	\$3.92	\$3.92
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	\$13.84	\$13.14	\$9.42							
DARK FIBER															

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BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Rate	BOS	USOC	RATES					OBS RATES								
							Res	Per	AAFI	Per	AAFI	See Order Submitted Ets per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Month See Order vs. Electronic-Add'l	Incremental Charge - Month See Order vs. Electronic-Add'l	Incremental Charge - Month See Order vs. Electronic-Other Add'l	Incremental Charge - Month See Order vs. Electronic-Other Add'l			
																		Res	Per	AAFI
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1LSDC	\$92.92													
		NRC Dark Fiber - Local Channel			UDF	UDPC4	\$1,276.79	\$275.43	\$842.55	\$400.58	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1LSDI	\$31.78													
		NRC Dark Fiber - Interoffice Channel			UDF	UDFI4	\$1,276.79	\$275.43	\$842.55	\$400.58	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1LSDL	\$92.92													
		NRC Dark Fiber - Local Loop			UDF	UDFL4	\$1,276.79	\$275.43	\$842.55	\$400.58	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92				
TRANSPORT OTHER																				
		Optional Features & Functions:																		
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCQEF	\$184.66	\$23.70	\$1.97	\$0.77	\$3.90		\$29.20	\$3.90						
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF	\$184.66	\$23.70	\$1.97	\$0.77	\$3.90		\$29.20	\$3.90						
		BXX ACCESS TEN DIGIT SCREENING																		
		BXX Access Ten Digit Screening, Per Call			OHD		\$,000305													
		BXX Access Ten Digit Screening, Reservation Charge Per BXX Number Reserved			OHD	NBR1X		\$5.28	\$0.73	\$18.14			\$3.90	\$29.20	\$3.92					
		BXX Access Ten Digit Screening, Per BXX No. Established W/O POTS Translations			OHD			\$12.27	\$1.39	\$8.30	\$0.73	\$3.90		\$18.14		\$11.40	\$11.40			
		BXX Access Ten Digit Screening, Per BXX No. Established With POTS Translations			OHD	NBPTX		\$12.27	\$1.39	\$8.30	\$0.73	\$3.90		\$18.14		\$11.40	\$11.40			
		BXX Access Ten Digit Screening, Customized Area of Service Per BXX Number			OHD	NBPCX		\$4.27	\$2.14			\$3.90		\$18.14		\$11.40	\$11.40			
		BXX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per BXX No.			OHD	NBPMX		\$5.00	\$2.99			\$3.90		\$18.14		\$11.40	\$11.40			
		BXX Access Ten Digit Screening, Change Charge Per Request			OHD	NBFAX		\$7.01	\$0.73			\$3.90		\$18.14		\$11.40	\$11.40			
		BXX Access Ten Digit Screening, Call Handling and Destination Features			OHD	NBFDX		\$4.27				\$3.90		\$18.14		\$11.40	\$11.40			
		LINE INFORMATION DATA BASE ACCESS (LIDB)																		
		LIDB Common Transport Per Query				OQT	\$,0000418													
		LIDB Validation Per Query				OQU	\$,0103774													
		LIDB Originating Point Code Establishment or Change						\$48.17					\$3.90	\$18.14						
		SIGNALING (CCS7)																		
		CCS7 Signaling Termination, Per STP Port					\$161.98						\$3.90	\$18.14	\$18.14	\$11.40	\$11.40			
		CCS7 Signaling Usage, Per TCAP Message					\$0,0001092													
		CCS7 Signaling Connection, Per link (A link)					\$18.48	\$128.34	\$128.34	\$101.10	\$101.10	\$3.90	\$18.14	\$18.14	\$11.40	\$11.40				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)					\$18.48	\$128.34	\$128.34	\$101.10	\$101.10	\$3.90	\$18.14	\$18.14	\$11.40	\$11.40				
		CCS7 Signaling Usage, Per ISUP Message					\$,0000430													
		CCS7 Signaling Usage Surrogate, per link per LATA					\$408.71						\$3.90	\$18.14	\$18.14	\$11.40	\$11.40			
		CCS7 Signaling Point Code, Establishment or Change, per STP affected						\$92.00	\$92.00				\$3.90	\$18.14	\$18.14	\$11.40	\$11.40			
		CALLING NAME (CNAM) SERVICE																		
		CNAM for DB Owners, Per Query					\$0,016													
		CNAM for Non DB Owners, Per Query					\$0,01													
		CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CBUI)			OQV	COOCH		\$285.00					\$3.90							
		OPERATOR SERVICES AND DIRECTORY ASSISTANCE																		
		OPERATOR CALL PROCESSING																		
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					\$1.2													

BELLSOUTH / VerTec RATES
 Umbundled Network Elements
 LOUISIANA

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 Rates - Page 74

Category	Notes	Umbundled Network Element	Market	Zone	BOS	UOC	RATES					OBS RATES								
							Rate	Fnc	Ad1	Fnc	Ad1	S0000	S0001	S0002	S0003	S0004	S0005	S0006		
																			See Order Submitted One per LSP	See Order Submitted Monthly per LSP
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					\$1.24													
		Oper. Call Processing - Fully Automated, per Call - Using 99T LIDB					\$0.20													
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					\$0.20													
INWARD OPERATOR SERVICES																				
		Inward Operator Services - Verification, Per Minute					\$1.15													
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					\$1.15													
BRANDING - OPERATOR CALL PROCESSING																				
		Recording of Custom Branded OA Announcement				CBAOS	\$7,000.00	\$7,000.00	\$2.61	\$2.61										
		Loading of Custom Branded OA Announcement per sht/NAV				CBAOL	\$500.00	\$500.00				\$3.50								
DIRECTORY ASSISTANCE SERVICES																				
DIRECTORY ASSISTANCE ACCESS SERVICE																				
		Directory Assistance Access Service Calls, Charge Per Call					\$0.275													
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																				
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					\$0.10													
UNBRANDING																				
DIRECTORY TRANSPORT																				
		Directory Transport - Local Channel DS1					\$43.83	\$39.60	\$28.28	\$33.02	\$29.32	\$3.00	\$42.34			\$19.48				
		Directory Transport - DS1 Level Interface Per Mile					\$0.78					\$3.5								
		Directory Transport - DS1 Level Interface Per Facility Termination					\$65.40	\$140.45	\$108.55	\$20.00	\$18.34	\$3.50	\$18.14	\$18.14	\$8.05	\$8.05				
		Switched Common Transport Per DA Access Service Per Call					\$0.0003274					\$3.5								
		Switched Common Transport Per DA Access Service Per Call Per Mile					\$0.0000175					\$3.5								
		Access Tandem Switching Per DA Access Service Per Call					\$0.0025257					\$3.5								
		Directory Transport - Installation NRC, Per Trunk or Signaling Connection						\$120.54	\$4.85		\$0.50	\$100.55	\$4.25							
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																				
		Directory Assistance Data Base Service Charge Per Listing					\$0.04													
		Directory Assistance Data Base Service, per month				DBSOF	\$150.00													
BRANDING - DIRECTORY ASSISTANCE																				
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA	\$3,000.00	\$3,000.00												
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC	\$600.00	\$600.00												
SELECTIVE ROUTING																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR	\$229.65	\$229.65			\$3.50	\$21.82	\$7.32							
VIRTUAL COLLOCATION																				
		Virtual Collocation - 2-wire Cross Connects (loop)			user/usu.udh.udc.uslu	VEAC2	\$0.28	\$28.04	\$22.11	\$8.48	\$8.54	\$3.50								
		Virtual Collocation - 2-wire Cross Connects (port)			uslu/usg	VE1R2	\$0.28	\$28.04	\$22.11	\$8.48	\$8.54	\$3.50								
		Virtual Collocation - 4-wire Cross Connects (loop)			uslu/uslu	VEAC4	\$0.52	\$23.23	\$22.24	\$8.53	\$8.55	\$3.50								
		Virtual Collocation - 4-wire Cross Connects (port)			uslu/uslu	VE1R4	\$0.52	\$23.23	\$22.24	\$8.53	\$8.55	\$3.50								
		Virtual Collocation - 2-Fiber Cross Connects				CNC2F	\$19.13	\$41.07	\$39.63	\$12.84	\$10.28	\$3.50								
		Virtual Collocation - 4-Fiber Cross Connects				CNC4F	\$34.38	\$48.81	\$38.37	\$16.75	\$14.20	\$3.50								
		Virtual Collocation - DS1 Cross Connects			USLUUC	CNC1X	\$7.5	\$43.81	\$32.6	\$9.58	\$8.63									
AN SELECTIVE CARRIER ROUTING																				
		Regional Service Establishment			BRC	BRCEC	#####	#####												

BELLSOUTH / VarFee RATES
 Unbundled Network Elements
 LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	ICS	URFC	RATES				OBS RATES							
							Per	Per	AMT	Per	AMT	EOMC	EOMN	EOMI	EOMN	EOMI	EOMN	
																		Month
		End Office Establishment			SRC	SRCEO			\$320.53	\$320.53								
		Line/Port NRC, per end user			SRC	SRCLP			\$2.06	\$2.06								
		Query NRC, per query			SRC				\$0.000448									
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																		
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE			\$153.31	\$78.05	\$3.50	\$18.99						
		AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMSP			\$50.07	\$18.61	\$3.50							
		AIN SMS Access Service - Port Connection - RSDN Access				CAM1P			\$50.07	\$18.61	\$3.50							
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU			\$104.95	\$48.95	\$3.50							
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC			\$125.33	\$24.40	\$3.50							
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)						\$0.0025										
		AIN SMS Access Service - Session, Per Minute						\$0.10										
		AIN SMS Access Service - Company Performed Session, Per Minute						\$1.97										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																		
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC			\$153.25	\$78.05	\$3.50	\$18.99						
		AIN Toolkit Service - Training Session, Per Customer				BAPVX			\$5,315		\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT			\$41.08	\$18.60	\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD			\$41.08	\$18.60	\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM			\$41.08	\$18.60	\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POOP				BAPTO			\$82.99	\$26.73	\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC			\$82.99	\$26.73	\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF			\$82.99	\$26.73	\$3.50							
		AIN Toolkit Service - Query Charge, Per Query						\$0.03										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query						\$0.0085										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes						\$1.79										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS			\$15.86	\$34.81	\$21.97	\$3.50						
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS			\$0.08	\$37.77		\$3.50						
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS			\$15.81	\$34.81	\$21.97	\$3.50						
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES			\$0.0026	\$37.77		\$3.50						
ODUF/EOUF/ADUF/CMS																		
		ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message							\$0.004									
		ADUF: Data Transmission (CONNECT/DIRECT), per message							\$0.0000306									
		ENHANCED OPTIONAL DAILY USAGE FILE (EOUF)																
		EOUF: Message Processing, per message							\$0.004									
		OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message							\$0.00018									

BELLSOUTH / VeriTel RATES
Unbundled Network Elements
LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interoffice	Zone	SCS	UNOC	RATES				OBS RATES						
							Res	Prog	Adm	Prot	Adm	Basic	Class	Special	Other	Other	
											See Order Submitted Else per LER	See Order Submitted Monthly per LER	Incremental Charge - Mixed See Order vs. Elements-Int	Incremental Charge - Mixed See Order vs. Elements-Adm	Incremental Charge - Mixed See Order vs. Elements-Class	Incremental Charge - Mixed See Order vs. Elements-Class Adm	
		OOUF: Message Processing, per message									\$0.0024						
		OOUF: Message Processing, per Magnetic Tape provisioned									\$47.30						
		OOUF: Data Transmission (CONNECT-DIRECT), per message									\$1.0000						
ENHANCED EXTENDED LINK (EELs)																	
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																	
NOTE: Charlotte-Gastonia-Florence, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																	
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																	
NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA P&C order. (No Switch As Is Charge.)																	
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire VG Loop(SL2)DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$19.5	\$193.62	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		First 2-Wire VG Grade Loop(SL2)DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$25.86	\$193.62	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		First 2-Wire VG Grade Loop(SL2)DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$40.30	\$193.62	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L50X	\$0.3367										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$51.45	\$255.30	\$213.66	\$78.96	\$34.76	\$3.50		\$31.27	\$31.27	\$3.91	\$3.91
		DS1 Channelization System Per Month			UNC1X	MQ1	\$121.5	\$123.37	\$56.67	\$3.42	\$3.06						
		Voice Grade COCI - DS1 To DS0 Inservice - Per Month			UNCVX	1D1VG	\$0.7509	\$12.15	\$8.78								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$19.5	\$193.62	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$25.86	\$193.62	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$40.30	\$193.62	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.7509	\$12.15	\$8.78								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$37.8	\$193.62	\$92.77	\$92.08	\$12.22	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.3	\$193.62	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$47.44	\$193.62	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L50X	\$0.3367										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	\$50.40	\$255.30	\$213.71	\$78.96	\$34.76	\$3.50		\$31.27	\$31.27	\$3.91	\$3.91
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$121.5	\$123.37	\$56.67	\$3.42	\$3.06						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.62	\$12.23	\$8.80								

BELLSOUTH / VeriTeC RATES
 Unbundled Network Elements
 LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interoffice	Zone	EOL	UROC	RATES					OSS RATES					
							Res	Pre	Adm	Dissemin	Adm	Per Order Submitted Ets per LSN	Per Order Submitted Monthly per LSN	Incremental Charge - Shared Per Order vs. Electronics-1st	Incremental Charge - Shared Per Order vs. Electronics-Add'l	Incremental Charge - Shared Per Order vs. Electronics-Dis 1st	Incremental Charge - Shared Per Order vs. Electronics-Dis Add'l
							Per	Per	Per	Per	Per						
		Additional 4-Wire Analog Voice Grade Loop In same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$37.8	\$193.82	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Additional 4-Wire Analog Voice Grade Loop In same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.3	\$193.82	\$92.77	\$92.08		\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Additional 4-Wire Analog Voice Grade Loop In same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$47.44	\$193.82	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.62	\$12.29	\$8.80								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCIX	UNCCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		4-WIRE 56 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$37.82	\$193.82	\$92.77	\$92.08	\$12.22	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.79										
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$43.2	\$193.82	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCIX	1L5XX	\$0.3967										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNCIX	U1TF1	\$81.45	\$295.39	\$213.71	\$78.86	\$34.78	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCIX	MQ1	\$121.5	\$123.37	\$26.67	\$3.42	\$3.08						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64Kbps)			UNCDX	1D1DD	\$1.6	\$12.15	\$8.78								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$37.82	\$193.82	\$92.77	\$92.08	\$12.22	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.79	\$193.82	\$92.77	\$92.08	\$12.22	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$43.2	\$193.82	\$92.77	\$92.08	\$12.22	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64Kbps)			UNCDX	1D1DD	\$1.6	\$12.15	\$8.78								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCIX	UNCCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$37.82	\$193.82	\$92.77	\$0.00	\$0.00	\$3.80		\$31.27	\$31.27	\$3.92	\$3.92
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.79	\$0.00	\$0.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$43.2	\$193.82	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$0.00	\$3.92	\$3.92
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCIX	1L5XX	\$0.3967										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCIX	U1TF1	\$81.45	\$295.39	\$213.71	\$78.86	\$34.78	\$3.00		\$31.27	\$31.27	\$3.92	\$3.92
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCIX	MQ1	\$121.5	\$123.37	\$26.67	\$3.42	\$3.08						
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNCDX	1D1DD	\$1.6	\$12.15	\$8.78								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$37.82	\$193.82	\$92.77	\$0.00	\$0.00	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$43.2	\$193.82	\$92.77	\$92.08	\$12.22	\$3.50		\$31.27	\$0.00	\$3.92	\$3.92
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNCDX	1D1DD	\$1.6	\$12.15	\$8.78								

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BELLSOUTH / VnTec RATES
 Unbundled Network Elements
 LOUISIANA

Attachment 3
 Exhibit C
 Rates - Page 78

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	CS	UNCC	RATES				OBS RATES						
							Re	Post	Add	Discont	BOBEC	EOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
																	Nonrecurring
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNOCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLJX	\$100.42	\$348.75	\$207.95	\$80.88	\$28.00	\$12.43		\$31.27	\$31.27	\$3.92	\$3.92
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLJX	\$128.71	\$348.15	\$207.95	\$80.8800	\$28.00	\$12.43		\$31.27	\$31.27	\$3.92	\$3.92
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLJX	\$343.19	\$348.15	\$207.95	\$80.88	\$28.00	\$12.43		\$31.27	\$31.27	\$3.92	\$3.92
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L50X	\$0.3967										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$81.45	\$205.39	\$213.85	\$78.88	\$84.78	\$3.50		\$31.27	\$31.27	\$3.91	\$3.91
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNOCC		\$11.17	\$11.7	\$14.14	\$13.91	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX	\$100.42	\$348.15	\$82.77	\$80.88	\$12.22	\$12.53		\$31.27	\$31.27	\$3.92	\$3.92
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX	\$128.71	\$348.15	\$82.77	\$80.88	\$12.22	\$12.53		\$31.27	\$31.27	\$3.92	\$3.92
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX	\$343.19	\$348.15	\$82.77	\$80.88	\$12.22	\$12.53		\$31.27	\$31.27	\$3.92	\$3.92
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L50X	\$4.17										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	\$882.87	\$507.48	\$221.03	\$54.07	\$28.12	\$12.53		\$31.27	\$31.27	\$3.92	\$3.92
		DS3 to DS1 Channel System combination per month			UNC3X	MQS	\$233.25	\$323.12	\$127.13	\$37.72	\$19.37						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UCID1	\$13.84	\$12.18	\$8.77								
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX	\$100.42	\$348.15	\$82.77	\$80.88	\$12.22	\$12.53		\$31.27	\$31.27	\$3.92	\$3.92
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX	\$128.71	\$348.15	\$82.77	\$80.88	\$12.22	\$12.53		\$31.27	\$31.27	\$3.92	\$3.92
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX	\$343.19	\$348.15	\$82.77	\$80.88	\$12.22	\$12.53		\$31.27	\$31.27	\$3.92	\$3.92
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UCID1	\$13.84	\$12.18	\$8.77								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNOCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
2-WIRE VOICE GRADE EXTENDED LOOP/2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$19.5	\$183.82	\$82.77	\$82.08	\$12.22						
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$25.86	\$183.82	\$82.77	\$82.08	\$12.22						
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$40.38	\$183.82	\$82.77	\$82.08	\$12.22						
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L50X	\$0.0185										
		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	\$26.12	\$148.38	\$85.88	\$78.02	\$34.88	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNOCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92
4-WIRE VOICE GRADE EXTENDED LOOP/4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$37.8	\$183.82	\$82.77	\$82.08	\$12.22						
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$43.3	\$183.82	\$82.77	\$82.08	\$12.22						
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$47.44	\$183.82	\$82.77	\$82.08	\$12.22						
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.02										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
LOUISIANA

Attachment 2
EXHIBIT C
Rates - Page 78

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	SCS	UBC	RATES					OBS RATES						
							Res	Flat	Adt1	Flat	Adt1	SOMC	SOMN	SOMN	SOMN	SOMN	SOMN	SOMN
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	\$22.00	\$149.36	\$65.06	\$78.02	\$34.80	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCG		\$11.17	\$11.7	\$14.14	\$14.14	\$3.00		\$31.27	\$31.27	\$3.92	\$3.92	
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNCSX	1L5ND	\$12.75											
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNCSX	UESPX	\$419.1	\$387.7	\$258.22									
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNCSX	1L5XX	\$7.67											
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNCSX	U1TF3	\$692.67	\$610.38	\$249.26	\$72.2	\$36.86	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCG		\$11.17	\$11.7	\$14.14	\$14.14	\$3.00		\$31.27	\$31.27	\$3.92	\$3.92	
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	\$12.75											
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	\$433.21	\$387.7	\$258.22	\$120.18	\$60.91							
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	\$7.67											
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TF3	\$692.66	\$610.38	\$249.26	\$72.2	\$36.86	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCG		\$11.17	\$11.7	\$14.14	\$14.14	\$3.00		\$31.27	\$31.27	\$3.92	\$3.92	
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	\$28.56	\$193.62	\$62.77	\$62.08	\$12.22	\$3.00		\$31.26	\$31.26	\$3.91	\$3.91	
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	\$37.12	\$193.62	\$62.77	\$62.08	\$12.22	\$3.00		\$31.26	\$31.26	\$3.91	\$3.91	
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	\$51.86	\$193.62	\$62.77	\$62.08	\$12.22	\$3.00		\$31.26	\$31.26	\$3.91	\$3.91	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	\$0.3957											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$81.45	\$295.39	\$28.67	\$3.42		\$3.5		\$31.27	\$31.27	\$3.92	\$3.92	
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	\$121.5	\$123.57	\$25.67	\$25.67	\$3.42							
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination per month			UNCNX	UC1CA	\$3.43	\$12.15	\$3.76									
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	\$28.56	\$193.62	\$62.77	\$62.08	\$12.22	\$3.00		\$31.26	\$31.26	\$3.91	\$3.91	
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	\$37.12	\$193.62	\$62.77	\$62.08	\$12.22	\$3.00		\$31.26	\$31.26	\$3.91	\$3.91	
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	\$51.86	\$193.62	\$62.77	\$62.08	\$12.22	\$3.00		\$31.26	\$31.26	\$3.91	\$3.91	
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination per month			UNCNX	UC1CA	\$3.43	\$12.15	\$3.76									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCG		\$11.17	\$11.7	\$14.14	\$14.14	\$3.00		\$31.27	\$31.27	\$3.92	\$3.92	
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$100.42	\$348.15	\$207.79	\$91.79	\$47.49	\$3.5		\$31.27	\$31.27	\$3.92	\$3.92	
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$128.71	\$348.15	\$207.79	\$91.79	\$47.49	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92	
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$343.19	\$348.15	\$207.79	\$91.79	\$47.49	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92	
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	\$4.17											

BELLSOUTH / ViaTec RATES
 Unbundled Network Elements
 LOUISIANA

CARRIER	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	DCS	UNCC	RATES				OBS RATES					
							Res	Fret	Add	Disconnect Fee	Res Order Submitted Rate per LSP	Res Order Submitted Monthly per LSP	Incremental Charge - Month Res Order vs. Month-1st	Incremental Charge - Month Res Order vs. Month-Adt	Incremental Charge - Month Res Order vs. Month-Dis-1st	Incremental Charge - Month Res Order vs. Month-Dis-Adt
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	\$228.46	\$210.36	\$249.52	\$72.52	\$39.88	\$3.0	\$31.27	\$31.27	\$3.92	\$3.92
		STS1 to DS1 Channel System combination per month			UNCSX	UC3	\$233.25	\$220.22	\$88.9	\$19.27	\$7.01					
		DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1	\$13.64	\$12.16	\$8.77							
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX	\$100.42	\$348.15	\$207.79	\$91.79	\$47.49	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX	\$128.71	\$348.15	\$207.79	\$91.79	\$47.49	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX	\$343.19	\$348.15	\$207.79	\$91.79	\$47.49	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92
		DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1	\$13.64	\$12.16	\$8.77							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92
		4-WIRE 68 KBPS DIGITAL EXTENDED LOOP WITH 68 KBPS INTEROFFICE TRANSPORT (EEL)														
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$37.62	\$193.82	\$92.77	\$82.08	\$12.22					
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.79	\$193.82	\$92.77	\$82.08	\$12.22					
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$43.2	\$193.82	\$92.77	\$82.08	\$12.22					
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5DX	\$0.0165									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD6	\$18.04	\$149.36	\$86.00	\$78.02	\$34.89	\$12.83	\$31.27	\$31.27	\$3.92	\$3.92
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		\$0.00	\$11.7	\$14.14	\$14.14	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)														
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$37.62	\$193.82	\$92.77	\$82.08	\$12.22					
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.79	\$193.82	\$92.77	\$82.08	\$12.22					
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$43.2	\$193.82	\$92.77	\$82.08	\$12.22					
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5DX	\$0.0165									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	\$18.04	\$149.36	\$86.00	\$78.02	\$34.89	\$12.83	\$31.27	\$31.27	\$3.92	\$3.92
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		\$0.00	\$11.7	\$14.14	\$14.14	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92
		ADDITIONAL NETWORK ELEMENTS														
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a switch As Is charge does apply.														
		When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.														
		Access to DCS - Customer Reconfiguration (PlexServ)														
		Node (Synchronous)														
		Node per month			UNCDX	UNCNT	\$15.43									
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)														
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC	\$11.17	\$11.7	\$14.14	\$14.14	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92	
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC	\$11.17	\$11.7	\$14.14	\$14.14	\$3.90	\$31.27	\$31.27	\$3.92	\$3.92	

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 LOUISIANA

Attachment 2
 Exhibit C
 Rates - Page 81

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interoffice	Zone	ICS	UNCC	RATES				OSR RATES							
							Res	Pre	Resurrection		See Order Submitted Once per LSN	See Order Submitted Monthly per LSN	Incremental Charge - Month See Order vs. Electronic-Tot	Incremental Charge - Month See Order vs. Electronic-AdjT	Incremental Charge - Month See Order vs. Electronic-Chg Tot	Incremental Charge - Month See Order vs. Electronic-Chg AdjT		
									Adm	Fac							SC02C	SC02D
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92	
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92	
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNC8X	UNCCC		\$11.17	\$11.7	\$14.14	\$14.14	\$3.50		\$31.27	\$31.27	\$3.92	\$3.92	
		NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2		\$21.44										
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4		\$22.7										
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1		\$45.1										
		Local Channel - Dedicated - DS1 Per Month Zone 2		2	UNC1X	ULDF1		\$65.62										
		Local Channel - Dedicated - DS1 - Per Month Zone 3		3	UNC1X	ULDF1		\$144.93										
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1LSNC		\$9.92										
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3		\$34.62										
		Local Channel - Dedicated - STS-1 - Per Mile per month			UNC8X	1LSNC		\$9.92										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNC8X	ULDF3		\$29.62										

BELLSOUTH / VeriTec RATES
Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	SCE	USOC	RATES				OBS RATES						
							Res	Prel	Advt	Prel	Advt	SCEMC	SCEMS	SCEMS	SCEMS	SCEMS	SCEMS
<p>Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/verivtec_docs/interconnection/deavuzrs.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.</p>																	
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1	UEANL	UEAL2	\$18.28	\$69.25	\$43.67	\$16.35	\$4.05	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2	UEANL	UEAL2	\$20.65	\$69.25	\$43.67	\$16.35	\$4.05	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3	UEANL	UEAL2	\$22.51	\$69.25	\$43.67	\$16.35	\$4.05	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	4	UEANL	UEAL2	\$36.94	\$69.25	\$43.67	\$16.35	\$4.05	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		Engineering Information Document (EID)		UEANL			\$26.72	\$26.72									
		Manual Order Coordination for UVL-SL1s (per loop)*		UEANL	UEAMC		\$50.29	\$50.29									
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)*		UEANL	OCOSL		\$45.27	\$45.27									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1	UEA	UEAL2	\$16.35	\$144.01	\$107.70	\$40.98	\$26.95	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2	UEA	UEAL2	\$24.33	\$144.01	\$107.70	\$40.98	\$26.95	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3	UEA	UEAL2	\$34.77	\$144.01	\$107.70	\$40.98	\$26.95	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4	4	UEA	UEAL2	\$45.88	\$144.01	\$107.70	\$40.98	\$26.95	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		\$45.27	\$45.27									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1	UEA	UEAR2	\$16.35	\$144.01	\$107.70	\$40.98	\$26.95	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2	UEA	UEAR2	\$24.33	\$144.01	\$107.70	\$40.98	\$26.95	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3	UEA	UEAR2	\$34.77	\$144.01	\$107.70	\$40.98	\$26.95	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4	4	UEA	UEAR2	\$45.88	\$144.01	\$107.70	\$40.98	\$26.95	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		\$45.27	\$45.27									
4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1	1	UEA	UEAL4	\$22.36	\$269.05	\$236.19	\$108.14	\$57.28	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		4-Wire Analog Voice Grade Loop - Zone 2	2	UEA	UEAL4	\$29.57	\$269.05	\$236.19	\$108.14	\$57.28	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		4-Wire Analog Voice Grade Loop - Zone 3	3	UEA	UEAL4	\$42.40	\$269.05	\$236.19	\$108.14	\$57.28	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		4-Wire Analog Voice Grade Loop - Zone 4	4	UEA	UEAL4	\$55.99	\$269.05	\$236.19	\$108.14	\$57.28	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		\$45.27	\$45.27									
3-WIRE ISDN DIGITAL GRADE LOOP																	
		2-Wire ISDN Digital Grade Loop - Zone 1	1	UDN	U1L2X	\$21.85	\$326.38	\$252.00	\$108.14	\$57.27	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire ISDN Digital Grade Loop - Zone 2	2	UDN	U1L2X	\$29.97	\$326.38	\$252.00	\$108.14	\$57.27	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire ISDN Digital Grade Loop - Zone 3	3	UDN	U1L2X	\$41.40	\$326.38	\$252.00	\$108.14	\$57.27	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire ISDN Digital Grade Loop - Zone 4	4	UDN	U1L2X	\$54.64	\$326.38	\$252.00	\$108.14	\$57.27	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		Order Coordination For Specified Conversion Time (per LSR)		UDN	OCOSL		\$45.27	\$45.27									
2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP																	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	1	UDC	UDC2X	\$32.48	\$233.54	\$158.71	\$104.88	\$20.59	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	2	UDC	UDC2X	\$42.08	\$233.54	\$158.71	\$104.88	\$20.59	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	3	UDC	UDC2X	\$55.28	\$233.54	\$158.71	\$104.88	\$20.59	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 4	4	UDC	UDC2X	\$71.05	\$233.54	\$158.71	\$104.88	\$20.59	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00		

BELLSOUTH / VeriTel RATES
 Unbundled Network Elements
 MISSISSIPPI

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Zone	GCS	GSCC	RATES					OSS RATES									
						Residential		Commercial		SUSBC	SUSBN	SUSBS	SUSBN	SUSBN	SUSBN					
						Res	Com	Res	Com											
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																				
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2X	\$10.97	\$204.62	\$498.24	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2X	\$14.40	\$204.62	\$498.24	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	3	UAL	UAL2X	\$20.58	\$204.62	\$498.24	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4	4	UAL	UAL2X	\$27.16	\$204.62	\$498.24	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL		\$45.27													
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2W	\$10.97	\$204.66	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99								
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2W	\$14.40	\$204.66	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99								
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	3	UAL	UAL2W	\$20.58	\$204.66	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99								
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 4	4	UAL	UAL2W	\$27.16	\$204.66	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99								
		Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL		\$45.27													
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	1	UHL	UHL2X	\$8.50	\$204.62	\$498.24	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	2	UHL	UHL2X	\$11.26	\$204.62	\$498.24	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	3	UHL	UHL2X	\$16.10	\$204.62	\$498.24	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4	4	UHL	UHL2X	\$21.25	\$204.62	\$498.24	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		Order Coordination for Specified Conversion Time		UHL	OCOSL		\$45.27													
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	UHL	UHL2W	\$8.50	\$204.66	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2	UHL	UHL2W	\$11.26	\$204.66	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3	UHL	UHL2W	\$16.10	\$204.66	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4	4	UHL	UHL2W	\$21.25	\$204.66	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99								
		Order Coordination for Specified Conversion Time		UHL	OCOSL		\$45.27													
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	\$10.36	\$331.21	\$482.63	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4X	\$13.73	\$331.21	\$482.63	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4X	\$19.62	\$331.21	\$482.63	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4	4	UHL	UHL4X	\$25.80	\$331.21	\$482.63	\$105.88	\$67.25	\$3.50		\$25.52	\$11.24	\$18.00					
		Order Coordination for Specified Conversion Time		UHL	OCOSL		\$45.27													
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	UHL	UHL4W	\$10.36	\$221.85	\$146.16	\$100.05	\$15.75	\$3.50	\$19.99								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4W	\$13.73	\$221.85	\$146.16	\$100.05	\$15.75	\$3.50	\$19.99								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4W	\$19.62	\$221.85	\$146.16	\$100.05	\$15.75	\$3.50	\$19.99								

BELLSOUTH / VarTec RATES
Unbundled Network Elements
MISSISSIPPI

Attachment 2
Exhibit C
Rates - Page 04

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Months	Zone	SCB	USDC	RATES					OBS RATES								
							Fee	Fret	ADR	Dissemination		S049C	S049H	S049V	S049W	S049X	S049Y			
										Perst	AMR							Per Order Submitted Max per LSR	Per Order Submitted Monthly per LSR	Incremental Charge - Manual Per Order vs. Electronic-Int
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHLAW	\$25.90	\$221.85	\$146.16	\$100.05	\$15.75	\$3.50	\$19.99							
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$48.27												
		4-WIRE D81 DIGITAL LOOP																		
		4-Wire D81 Digital Loop - Zone 1		1	USL	USLXX	\$90.88	\$999.09	\$373.90	\$133.63	\$68.25	\$3.50		\$25.52	\$11.34	\$18.08				
		4-Wire D81 Digital Loop - Zone 2		2	USL	USLXX	\$97.88	\$999.09	\$373.90	\$133.63	\$68.25	\$3.50		\$25.52	\$11.34	\$18.08				
		4-Wire D81 Digital Loop - Zone 3		3	USL	USLXX	\$96.88	\$999.09	\$373.90	\$133.63	\$68.25	\$3.50		\$25.52	\$11.34	\$18.08				
		4-Wire D81 Digital Loop - Zone 4		4	USL	USLXX	\$127.40	\$999.09	\$373.90	\$133.63	\$68.25	\$3.50		\$25.52	\$11.34	\$18.08				
		Order Coordination for Specified Conversion Time			USL	OCOSL		\$48.17												
		4-WIRE 19.2, 38 OR 64 Kbps DIGITAL GRADE LOOP																		
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	\$25.61	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	\$33.94	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	\$48.51	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital 19.2 Kbps		4	UDL	UDL19	\$64.02	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	\$25.61	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	\$33.94	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	\$48.51	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL56	\$64.02	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$45.27												
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	\$25.61	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	\$33.94	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	\$48.51	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL	UDL64	\$64.02	\$489.000	\$337.93	\$128.36	\$64.35	\$3.50	\$25.52	\$11.34	\$18.08					
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$45.27												
		2-WIRE Unbundled COPPER LOOP																		
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	\$16.85	\$282.94	\$183.41	\$119.88	\$22.28	\$3.50	\$19.99							
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	\$22.34	\$282.94	\$183.41	\$119.88	\$22.28	\$3.50	\$19.99							
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	\$31.92	\$282.94	\$183.41	\$119.88	\$22.28	\$3.50	\$19.99							
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLPB	\$42.13	\$282.94	\$183.41	\$119.88	\$22.28	\$3.50	\$19.99							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$50.29	\$50.29											
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	\$16.85	\$282.7	\$127.000	\$100.05	\$15.75	\$3.50	\$19.99							
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	\$22.34	\$282.7	\$127.000	\$100.05	\$15.75	\$3.50	\$19.99							
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	\$31.92	\$282.7	\$127.000	\$100.05	\$15.75	\$3.50	\$19.99							
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	\$42.13	\$282.7	\$127.000	\$100.05	\$15.75	\$3.50	\$19.99							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$50.29	\$50.29											
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	\$47.74	\$288.92	\$150.38	\$119.98	\$22.28	\$3.50	\$19.99							
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	\$70.63	\$288.92	\$150.38	\$119.98	\$22.28	\$3.50	\$19.99							
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	\$104.29	\$288.92	\$150.38	\$119.98	\$22.28	\$3.50	\$19.99							
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 4		4	UCL	UCL2L	\$112.55	\$288.92	\$150.38	\$119.98	\$22.28	\$3.50	\$19.99							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$50.29	\$50.29											
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	\$47.74	\$189.88	\$113.98	\$100.05	\$15.75	\$3.50	\$19.99							
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	\$70.63	\$189.88	\$113.98	\$100.05	\$15.75	\$3.50	\$19.99							

BELLSOUTH / VARIOUS RATES
Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	Inches	Zone	BCF	USOC	RATES					O&S RATES						
						New		Discontinued		Per Order Submitted On per LSN	Per Order Submitted Monthly per LSN	Incremental Charge - Manual On Order vs. Electronic-Set	Incremental Charge - Manual On Order vs. Electronic-Set	Incremental Charge - Manual On Order vs. Electronic-Set	Incremental Charge - Manual On Order vs. Electronic-Set		
						Pre	Post	Pre	Post								
UNBUNDLED NETWORK ELEMENT																	
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	\$104.29	\$189.88	\$113.98	\$100.05	\$15.75	\$3.50	\$19.99					
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL2W	\$112.55	\$189.88	\$113.98	\$100.05	\$15.75	\$3.50	\$19.99					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	\$50.29	\$50.29	\$50.29	\$50.29	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
	2-Wire Unbundled Copper Loop - Non-Designated Zone 1		1	UEQ	UEQ2X	\$11.01	\$44.99	\$22.40	\$25.05	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
	2-Wire Unbundled Copper Loop - Non-Designated - Zone 2		2	UEQ	UEQ2X	\$12.67	\$44.99	\$22.40	\$25.05	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
	2-Wire Unbundled Copper Loop - Non-Designated - Zone 3		3	UEQ	UEQ2X	\$20.22	\$44.99	\$22.40	\$25.05	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
	2-Wire Unbundled Copper Loop - Non-Designated - Zone 4		4	UEQ	UEQ2X	\$20.22	\$44.99	\$22.40	\$25.05	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designated (per loop)			UEQ	USBMC	\$90.29	\$90.29	\$90.29	\$90.29								
	Engineering Information Document			UEQ	URET1	\$26.72	\$26.72	\$26.72	\$26.72								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1	\$78.92	\$78.92	\$78.92	\$78.92								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA	\$23.33	\$23.33	\$23.33	\$23.33								
4-WIRE COPPER LOOP																	
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4	\$22.24	\$31.29	\$21.78	\$133.82	\$28.28	\$3.50	\$19.99					
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4	\$25.82	\$31.29	\$21.78	\$133.82	\$28.28	\$3.50	\$19.99					
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4	\$28.12	\$31.29	\$21.78	\$133.82	\$28.28	\$3.50	\$19.99					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	\$50.29	\$50.29	\$50.29	\$50.29	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	\$22.24	\$251.04	\$175.34	\$112.63	\$21.21	\$3.50	\$19.99					
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	\$25.82	\$251.04	\$175.34	\$112.63	\$21.21	\$3.50	\$19.99					
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	\$28.12	\$251.04	\$175.34	\$112.63	\$21.21	\$3.50	\$19.99					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	\$50.29	\$50.29	\$50.29	\$50.29	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	\$82.53	\$318.27	\$198.74	\$133.82	\$28.28	\$3.50	\$19.99					
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	\$127.11	\$318.27	\$198.74	\$133.82	\$28.28	\$3.50	\$19.99					
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	\$138.89	\$318.27	\$198.74	\$133.82	\$28.28	\$3.50	\$19.99					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	\$50.29	\$50.29	\$50.29	\$50.29	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	\$82.53	\$228.02	\$182.33	\$112.63	\$21.21	\$3.50	\$19.99					
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	\$127.11	\$228.02	\$182.33	\$112.63	\$21.21	\$3.50	\$19.99					
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	\$138.89	\$228.02	\$182.33	\$112.63	\$21.21	\$3.50	\$19.99					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	\$50.29	\$50.29	\$50.29	\$50.29	\$7.08	\$3.50		\$25.52	\$11.34	\$16.08	\$16.08	
LOOP MODIFICATION																	
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18K ft			UAL, UHL, UCL, UEQ	ULM2L	\$65.09	\$65.09	\$65.09	\$65.09								
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18K ft			UCL	ULM2G	\$341.07	\$341.07	\$341.07	\$341.07								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L	\$65.09	\$65.09	\$65.09	\$65.09								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18K ft			UCL	ULM4G	\$341.07	\$341.07	\$341.07	\$341.07								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF	ULMBT	\$65.13	\$65.13	\$65.13	\$65.13								
SUB-LOOPS																	
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up		1	UEANL	USBSA	\$540.53	\$540.53	\$540.53	\$540.53		\$3.50	\$25.52	\$11.34	\$16.08	\$16.08		

BELL SOUTH / VarTec RATES
 Unbundled Network Elements
 MSBSSSPP1

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	BS	BSC	RATES					OBS RATES					
							Per	Per	Per	Per	Per	Per Order Submitted On per LSR	Per Order Submitted Monthly per LSR	Incremental Charge - Shared On Order vs. Standalone-1st	Incremental Charge - Shared On Order vs. Standalone-Add'l	Incremental Charge - Shared On Order vs. Standalone-1st	Incremental Charge - Shared On Order vs. Standalone-Add'l
							Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	1		UEANL	USBSB	\$45.21	\$45.21				\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1		UEANL	USBSB	\$378.25	\$378.25				\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1		UEANL	USBSB	\$1111.97	\$1111.97				\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	1	1	UEANL	USBN2	\$10.75	\$131.42	\$61.63	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	1	2	UEANL	USBN2	\$14.40	\$131.42	\$61.63	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	1	3	UEANL	USBN2	\$18.05	\$131.42	\$61.63	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4	1	4	UEANL	USBN2	\$21.70	\$131.42	\$61.63	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.27	\$45.27									
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1	1	UEANL	USBN4	\$11.29	\$157.65	\$95.28	\$101.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	1	2	UEANL	USBN4	\$18.41	\$157.65	\$95.28	\$101.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	1	3	UEANL	USBN4	\$25.53	\$157.65	\$95.28	\$101.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4	1	4	UEANL	USBN4	\$29.18	\$157.65	\$95.28	\$101.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.27	\$45.27									
		Sub-Loop 2-Wire Intra-Building Network Cable (INC)	1		UEANL	USBR2	\$2.79	\$105.88	\$36.59	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.27	\$45.27									
		Sub-Loop 4-Wire Intra-Building Network Cable (INC)	1		UEANL	USBR4	\$5.39	\$118.34	\$48.76	\$101.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.27	\$45.27									
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.27	\$45.27									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	1	UEF	UCS2X	\$8.24	\$131.42	\$61.63	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	2	UEF	UCS2X	\$8.24	\$131.42	\$61.63	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1	3	UEF	UCS2X	\$14.80	\$131.42	\$61.63	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4	1	4	UEF	UCS2X	\$18.45	\$131.42	\$61.63	\$90.07	\$13.33	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC	\$45.27	\$45.27									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	1	UEF	UCS4X	\$7.48	\$167.89	\$95.28	\$104.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	2	UEF	UCS4X	\$14.96	\$167.89	\$95.28	\$104.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1	3	UEF	UCS4X	\$22.44	\$167.89	\$95.28	\$104.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4	1	4	UEF	UCS4X	\$29.92	\$167.89	\$95.28	\$104.80	\$18.57	\$3.50	\$25.52	\$11.34	\$16.00	\$16.00	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC	\$45.27	\$45.27									
		Sub-Loop Feeder															
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UOL,UDC	USBFW	\$540.53										
		USL-Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UOL,UDC	USBFX	\$45.21	\$45.21									
		USL-Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ	\$594.46	\$11.3									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 1	1		UEA	USBFA	\$12.34	\$185.12	\$112.19	\$108.13	\$26.82	\$3.5	\$19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2	1	2	UEA	USBFA	\$17.1	\$185.12	\$112.19	\$108.13	\$26.82	\$3.5	\$19.99				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3	1	3	UEA	USBFA	\$25.55	\$185.12	\$112.19	\$108.13	\$26.82	\$3.5	\$19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start Loop, Voice Grade - Zone 4	1	4	UEA	USBFA	\$32.36	\$185.12	\$112.19	\$108.13	\$26.82	\$3.5	\$19.99				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL	\$45.27										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1	1		UEA	USBFB	\$12.34	\$185.12	\$112.19	\$108.13	\$26.82	\$3.5	\$19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2	1	2	UEA	USBFB	\$17.1	\$185.12	\$112.19	\$108.13	\$26.82	\$3.5	\$19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3	1	3	UEA	USBFB	\$25.55	\$185.12	\$112.19	\$108.13	\$26.82	\$3.5	\$19.99				

BELLSOUTH / Var/Tar RATES
Unbundled Network Elements
MS99BSPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interio	Zone	CS	USDC	RATES					OSB RATES										
							Res	Prel	Advt	Prel	Advt	OSB2	OSB3	OSB4	OSB5	OSB6	See Order Submitted Rate per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Month See Order vs. Month-1st	Incremental Charge - Month See Order vs. Month-Advt	Incremental Charge - Month See Order vs. Month-OSB 1st	Incremental Charge - Month See Order vs. Month-OSB Advt
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 4		4	UEA	USBFB	\$32.36	\$185.12	\$112.19	\$108.13	\$28.82	\$3.5	\$19.99									
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL	\$45.27															
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	\$12.34	\$185.12	\$112.19	\$108.13	\$28.82	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	\$17.1	\$185.12	\$112.19	\$108.13	\$28.82	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	\$25.55	\$185.12	\$112.19	\$108.13	\$28.82	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 4		4	UEA	USBFC	\$32.36	\$185.12	\$112.19	\$108.13	\$28.82	\$3.5	\$19.99									
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	\$45.27															
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	\$28.24	\$213.89	\$139.06	\$126.45	\$35.02	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	\$32.51	\$213.89	\$139.06	\$126.45	\$35.02	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	\$41.5	\$213.89	\$139.06	\$126.45	\$35.02	\$3.5	\$19.99									
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL	\$45.27															
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	\$28.24	\$213.89	\$139.06	\$126.45	\$35.02	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	\$32.51	\$213.89	\$139.06	\$126.45	\$35.02	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	\$41.5	\$213.89	\$139.06	\$126.45	\$35.02	\$3.5	\$19.99									
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL	\$45.27															
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBF7	\$22.46	\$211.41	\$136.58	\$110.37	\$26.07	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBF7	\$29.25	\$211.41	\$136.58	\$110.37	\$26.07	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBF7	\$37.39	\$211.41	\$136.58	\$110.37	\$26.07	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 4		4	UDN	USBF7	\$48.23	\$211.41	\$136.58	\$110.37	\$26.07	\$3.5	\$19.99									
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL	\$45.27															
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBF8	\$22.46	\$211.41	\$136.58	\$110.37	\$26.07	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBF8	\$28.25	\$211.41	\$136.58	\$110.37	\$26.07	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBF8	\$37.36	\$211.41	\$136.58	\$110.37	\$26.07	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		4	UDC	USBF8	\$48.23	\$211.41	\$136.58	\$110.37	\$26.07	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBF9	\$76.62	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder, 4-Wire DS1 - Zone 2		2	USL	USBF9	\$176.54	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBF9	\$224.46	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 4		4	USL	USBF9	\$239.86	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL	\$45.27															
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	\$7.07	\$167.34	\$92.51	\$105.53	\$21.21	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	\$6.06	\$167.34	\$92.51	\$105.53	\$21.21	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	\$5.3	\$167.34	\$92.51	\$105.53	\$21.21	\$3.5	\$19.99									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 4		4	UCL	USBFH	\$4.13	\$167.34	\$92.51	\$105.53	\$21.21	\$3.5	\$19.99									
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	\$45.27															
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	\$18.34	\$201.71	\$126.66	\$118.58	\$27.15	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	\$12.77	\$201.71	\$126.66	\$118.58	\$27.15	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	\$11.06	\$201.71	\$126.66	\$118.58	\$27.15	\$3.5	\$19.99									
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	\$45.27															
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFV	\$28.48	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFV	\$24.17	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFV	\$30.57	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		4	UDL	USBFV	\$28.9	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	\$28.48	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	\$24.17	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	\$30.57	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 4		4	UDL	USBFO	\$28.9	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$19.99									

BELLSOUTH / Var/oc RATES
Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Sms	BCS	UBDC	RATES				OBS RATES						
							Res	Prot	AdM	Chg/Inst	AdM	Chg/Inst	Chg/Inst	Chg/Inst	Chg/Inst	Chg/Inst	
							Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL	\$45.27										
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1	1		VDL	USBFP	\$26.48	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$18.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2	2		VDL	USBFP	\$26.17	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$18.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3	3		VDL	USBFP	\$30.57	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$18.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 4	4		VDL	USBFP	\$28.9	\$202.5	\$127.66	\$126.45	\$35.02	\$3.5	\$18.99				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL	\$45.27										
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Co/Equip Removal per 2-W PR			UEF	ULM2X	\$355.23	\$12.25			\$3.5	\$35.62	\$11.34	\$16.06	\$16.06		
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Co/Equip Removal per 4-W PR			UEF	ULM4X	\$355.23	\$12.25			\$3.5	\$35.62	\$11.34	\$16.06	\$16.06		
		Unbundled Sub-loop Modification - 2-w4-w Copper Dist Bridged Tap Removal, per PR unbanded			UEF	ULM4T	\$659.80	\$14.26			\$3.5	\$35.62	\$11.34	\$16.06	\$16.06		
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			VENTW	VENPP	\$0.57	\$92.97	\$92.97		\$3.50	\$25.62	\$11.34	\$16.06	\$16.06		
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			VENTW	UND12	\$87.05	\$37.38									
		Network Interface Device (NID) - 1-6 lines			VENTW	UND16	\$129.67	\$100.00									
		Network Interface Device Cross Connect - 2 W			VENTW	UNDC2	\$11.79	\$11.79			\$3.5	\$25.62	\$11.34	\$16.06	\$16.06		
		Network Interface Device Cross Connect - 4W			VENTW	UNDC4	\$11.79	\$11.79			\$3.50	\$25.62	\$11.34	\$16.06	\$16.06		
		UNBUNDLED LOOP CONCENTRATION															
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	\$442.98	\$949.95	\$949.95								
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	\$57.94	\$270.81	\$270.81								
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	\$484.01	\$949.95	\$949.95								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	\$97.64	\$270.81	\$270.81								
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	\$5.5	\$126.4	\$92.02	\$34.38	\$8.62						
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	\$5.74	\$21.04	\$20.83	\$11.04	\$10.97						
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$5.74	\$21.04	\$20.83	\$11.04	\$10.97						
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	\$2.18	\$21.04	\$20.83	\$11.04	\$10.97						
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	\$12.99	\$21.04	\$20.83	\$11.04	\$10.97						
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface			UEA	ULCC4	\$7.75	\$21.04	\$20.83	\$11.04	\$10.97						
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTG	\$7.86	\$21.04	\$20.83	\$11.04	\$10.97						
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$11.47	\$21.04	\$20.83	\$11.04	\$10.97						
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$11.47	\$21.04	\$20.83	\$11.04	\$10.97						
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$11.47	\$21.04	\$20.83	\$11.04	\$10.97						
		UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)															
		UNE OTHER, PROVISIONING ONLY - NO RATE															
		NID - Dispatch and Service Order for NID Installation			VENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			VENTW	UNCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEAN,UEF,UEQUE,NTW	UNECN											

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 MISSISSIPPI

Attachment 2
 Exhibit C
 Rates - Page 69

Category	Notes	UNBUNDLED NETWORK ELEMENT	Interim	Area	EOL	UNEC	RATES				QoS RATES							
							Per	Per	Per	Per	Per Order Submitted (See per LSN)	Per Order Submitted Monthly per LSN	Incremental Change - Shared (See Order vs. Standalone-Tot)	Incremental Change - Shared (See Order vs. Standalone-Adj)	Incremental Change - Shared (See Order vs. Standalone-Std Tot)	Incremental Change - Shared (See Order vs. Standalone-Dir Adj)		
																	Per	Per
		Unbundled Contact Name, Provisioning Only - no rate			UUA,UCL,UOC,UOL,U DN,UEA,UHL,UJC	UNECN	\$0.0	\$0.0										
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UJC	USBFQ	\$0.0	\$0.0										
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,UHL,UCL,UJL	USBFR	\$0.0	\$0.0										
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCQSF	\$0.0	\$0.0										
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			UHL	CCQEF	\$0.0	\$0.0										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																		
NOTE: 4 month minimum billing period																		
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UES	1L2ND	\$14.16											
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UES	UEPFX	\$366.3	\$801.82	\$527.16	\$844.7	\$171.16	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91		
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L2ND	\$14.16											
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	\$411.34	\$801.82	\$527.16	\$844.7	\$171.16	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91		
LOOP MAKE-UP																		
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) **			UMK	UMK1W	\$47.90	\$47.90										
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) **			UMK	UMK1P	\$50.79	\$50.79										
		Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized) **					\$0.6793	\$0.6793										
LINE SHARING																		
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDA	\$206.52	\$377.06	\$0.0	\$354.29	\$0.0	\$0.0	\$0.0					
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSOB	\$51.63	\$377.06	\$0.0	\$354.29	\$0.0	\$0.0	\$0.0					
		Line Sharing - per Line Activation			ULS	ULSDC	\$0.61	\$36.96	\$21.17	\$19.93	\$9.79	\$3.50	\$36.96	\$11.34	\$16.05	\$16.05		
		Line Sharing - per Subsequent Activity per Line Reassignment			ULS	ULSOB		\$32.73	\$16.35				\$26.52	\$11.34				
		Line Sharing-CLEC/OLEC Owned Splitter in CO-per occurrence of each group of 24 lines (48 pt)			ULS	ULSDG		\$57.62		\$11.33								
UNBUNDLED TRANSPORT																		
COMMON TRANSPORT (Shared)																		
		Common Transport - Per Mile, Per MOU					\$0.000091											
		Common Transport - Facilities Termination Per MOU					\$0.0004261											
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																		
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	\$0.0112											
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	\$24.75	\$80.96	\$54.74	\$34.27	\$14.12	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91		
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	\$0.0112											
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	\$24.75	\$80.96	\$54.74	\$34.27	\$14.12	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91		
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	\$0.0112											
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	\$21.75	\$80.96	\$54.74	\$34.27	\$14.12	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	\$0.0112											

BELLSOUTH / VarToc RATES
Unbundled Network Elements
MISSISSIPPI

Attachment 2
Ech24 C
Rates - Page 60

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Inter	Zone	RCL	RSC	RATES					OSB RATES				
							Resourcing		Resourcing		Per Order Submitted per LSP	Per Order Monthly per LSP	Incremental Charge - Month See Order vs. Standard-Net	Incremental Charge - Month See Order vs. Standard-Add	Incremental Charge - Month See Order vs. Standard-Other	Incremental Charge - Month See Order vs. Standard-Other Add
							Per	Adj	Per	Adj						
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD6	\$17.24	\$80.96	\$84.56	\$34.27	\$14.12	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	\$0.0112									
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	\$17.24	\$80.96	\$84.56	\$34.27	\$14.12	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1														
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	\$0.2293									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	\$63.00	\$178.29	\$188.40	\$33.40	\$29.57	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3														
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	\$6.43									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	\$705.42	\$606.75	\$325.07	\$123.28	\$119.71	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1														
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	\$6.43									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TF3	\$707.97	\$606.75	\$325.07	\$123.28	\$119.71	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91
		LOCAL CHANNEL - DEDICATED TRANSPORT														
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above-four months														
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	\$16.39	\$365.66	\$67.11	\$75.04	\$6.56	\$12.48	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDV2	\$16.39	\$365.66	\$67.11	\$75.04	\$6.56	\$12.48	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - 4-Wire Voice Grade per month			ULCVX	ULDV4	\$17.59	\$365.66	\$67.11	\$76.00	\$7.61	\$12.48	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - DS1 per month - Zone 1	1		ULDD1	ULDF1	\$41.4	\$354.47	\$307.02	\$45.00	\$31.26	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - DS1 per month - Zone 2	2		ULDD1	ULDF1	\$47.27	\$354.47	\$41.40	\$307.02	\$45.00	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - DS1 per month - Zone 3	3		ULDD1	ULDF1	\$53.26	\$354.47	\$307.02	\$45.00	\$30.58	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	\$11.02									
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	\$465.69	\$901.82	\$627.16	\$244.7	\$171.19	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1L5NC	\$11.02									
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDF3	\$449.26	\$901.82	\$465.69	\$227.16	\$244.7	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91
		MULTIPLEXERS														
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	\$125.29	\$161.84	\$124.96	\$21.57	\$20.05	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91
		OCU-DP COC (data) - DS1 to DS0 Channel System - per month (2.4-9.4kb)			UDL	1D1DD	\$1.49	\$13.13	\$9.41							
		4-wire SDN COC (BRITE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	\$3.19	\$13.13	\$9.41							
		Voice Grade COC - DS1 to DS0 Channel System - per month			UEA	1D1VG	\$0.6888	\$13.13	\$9.41							
		DS3 to DS1 Channel System per month			MQ3	MQ3	\$207.67	\$366.8	\$187.99	\$98.11	\$86.17	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91
		STS1 to DS1 Channel System per month			UXTS1	MQ3	\$207.67									
		DS3 Interface Unit (DS1 COC) used with Loop per month			USL	UC1D1	\$15.78	\$13.13	\$9.41							
		DARK FIBER														
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	\$68.94									
		NRC Dark Fiber - Local Channel			UDF	UDFC4	\$1,276.46	\$275.36	\$649.31	\$404.8	\$3.5	\$31.26	\$31.26	\$3.91	\$3.91	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	\$32.13									
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14	\$1,276.46	\$275.36	\$649.31	\$404.8	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91	

BELLSOUTH / Var/oc RATES
 Unbundled Network Elements
 MISSISSIPPI

Attachment 2
 Exhibit C
 Rates - Page 91

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Service	Zone	SCS	UOC	RATES				OSS RATES							
							Fee	Frt	Adt	Discont	Per Order Submitted Fee per LPH	Per Order Monthly per LPH	Incremental Charge - Month Fee Order vs. Month-to-Mt	Incremental Charge - Month Fee Order vs. Month-to-Mt (Electro-Add)	Incremental Charge - Month Fee Order vs. Month-to-Mt (Electro-Dis-Add)	Incremental Charge - Month Fee Order vs. Month-to-Mt (Electro-Dis-Add)		
																	Per	Per
TRANSPORT OTHER		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1LJDL	\$66.94											
		NRC Dark Fiber - Local Loop			UDF	UDFL4	\$1,276.46	\$275.36	\$648.51	\$404.6	\$3.90		\$31.26	\$31.26	\$3.91	\$3.91		
		Optional Features & Functions:																
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	GCDEF	\$184.60	\$23.76	\$1.95	\$0.75	\$12.46		\$29.59	\$3.93				
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	GCOSF	\$184.60	\$23.76	\$1.95	\$0.75	\$12.46		\$29.59	\$3.93				
		BXX ACCESS TEN DIGIT SCREENING																
		BXX Access Ten Digit Screening, Per Call			OHD		\$,0005321											
		BXX Access Ten Digit Screening, Reservation Charge Per BXX Number Reserved			OHD	NBR1X	\$5.45	\$.95			\$3.50		\$29.52					
		BXX Access Ten Digit Screening, Per BXX No. Established W/O POTS Translations			OHD		\$17.04	\$1.93	\$11.52	\$.95	\$3.50		\$29.52		\$16.05	\$16.05		
		BXX Access Ten Digit Screening, Per BXX No. Established With POTS Translations			OHD	NBFTX	\$17.04	\$1.93	\$11.52	\$.95	\$3.50		\$29.52		\$16.05	\$16.05		
		BXX Access Ten Digit Screening, Customized Area of Service Per BXX Number			OHD	NBFCX	\$5.63	\$2.81			\$3.50							
		BXX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per BXX No.			OHD	NBFMX	\$5.59	\$3.77			\$3.50							
		BXX Access Ten Digit Screening, Charge Charge Per Request			OHD	NBFAX	\$9.42	\$.95			\$3.50		\$25.52					
		BXX Access Ten Digit Screening, Call Handling and Destination Features			OHD	NBFDX	\$5.63	\$5.63			\$3.50							
		LINE INFORMATION DATA BASE ACCESS (LIDB)																
		LIDB Common Transport Per Query				OQT	\$,0000446											
		LIDB Validation Per Query				OQU	\$,0142132											
		LIDB Originating Point Code Establishment or Change					\$63.63				\$3.50		\$26.52					
		SIGNALING (CCS7)																
		CCS7 Signaling Termination, Per STP Port					\$161.12											
		CCS7 Signaling Usage, Per TCAP Message					\$0,0001118											
		CCS7 Signaling Connection, Per link (A link)					\$21.58	\$189.72	\$189.72	\$134.05	\$134.05	\$3.50	\$25.52	\$25.52	\$16.05	\$16.05		
		CCS7 Signaling Connection, Per link (B link) (also known as D link)					\$21.58	\$189.72	\$189.72	\$134.05	\$134.05	\$3.50	\$25.52	\$25.52	\$16.05	\$16.05		
		CCS7 Signaling Usage, Per ISUP Message					\$,0000469											
		CCS7 Signaling Usage Surrogate, per link per LATA					\$408.63											
		CCS7 Signaling Point Code, Establishment or Change, per STP affected					\$92.00	\$92.00			\$3.50							
		CALLING NAME (CNAM) SERVICE																
		CNAM for DB Owners, Per Query					\$0.916											
		CNAM for Non DB Owners, Per Query					\$0.61											
		CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	COOCH	\$95.00				\$3.50							
		OPERATOR SERVICES AND DIRECTORY ASSISTANCE																
		OPERATOR CALL PROCESSING																
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					\$1.2											
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					\$1.24											
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					\$0.99											
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					\$0.20											

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Area	ACS	BDOC	RATES					O&S RATES																			
							Pre	Post	AMT	Pre	AMT	SUSC	MINS	COSTS	COSTS	SUSC	COSTS														
																		Pre	Post	AMT	Pre	AMT	Per Order Submitted Rate per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Manual Order vs. Electronic-Net	Incremental Charge - Manual Order vs. Electronic-Add'l	Incremental Charge - Manual Order vs. Electronic-Dis Tot	Incremental Charge - Manual Order vs. Electronic-Dis Add'l			
INWARD OPERATOR SERVICES																															
		Inward Operator Services - Verification, Per Minute						\$1.15																							
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute						\$1.15																							
BRANDING - OPERATOR CALL PROCESSING																															
		Recording of Custom Branded OA Announcement				CBAOS		\$7,000.00	\$7,000.00	\$9.61	\$9.61																				
		Loading of Custom Branded OA Announcement per shell/NAV				CBAOL		\$500.00	\$500.00			\$3.50																			
DIRECTORY ASSISTANCE SERVICES																															
DIRECTORY ASSISTANCE ACCESS SERVICE																															
		Directory Assistance Access Service Calls, Charge Per Call						\$0.275																							
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																															
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt						\$0.10																							
UNBRANDING																															
DIRECTORY TRANSPORT																															
		Directory Transport - Local Channel DS1						\$36.91	\$494.85	\$435.26	\$46.55	\$33.02	\$3.50		\$59.55		\$27.41														
		Directory Transport - DS1 Level Interoffice Per Mile						\$0.6998					\$3.5																		
		Directory Transport - DS1 Level Interoffice Per Facility Termination						\$74.40	\$198.28	\$147.31	\$28.58	\$21.81	\$3.50		\$25.02	\$25.55	\$11.34	\$11.34													
		Switched Common Transport Per DA Access Service Per Call						\$0.0002897					\$3.5																		
		Switched Common Transport Per DA Access Service Per Call Per Mile						\$0.0000202					\$3.5																		
		Access Tandem Switching Per DA Access Service Per Call						\$0.002713					\$3.5																		
		Directory Transport - Installation NRC, Per Trunk or Signaling Connection						\$257.75	\$5.05			\$3.50		\$171.49	\$5.85																
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																															
		Directory Assistance Data Base Service Charge Per Listing						\$0.04																							
		Directory Assistance Data Base Service, per month				DBSOF		\$150.00																							
BRANDING - DIRECTORY ASSISTANCE																															
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA		\$3,000.00	\$3,000.00																						
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		\$600.00	\$600.00																						
SELECTIVE ROUTING																															
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		\$227.99	\$227.99			\$3.50		\$43.92	\$3.99																
VIRTUAL COLLOCATION																															
		Virtual Collocation - 2-wire Cross Connects (loop)			user/usa,udc,uc,uf,u	VEAC2		\$0.3995	\$30.93	\$29.58	\$12.75	\$11.45	\$3.50																		
		Virtual Collocation - 2-wire Cross Connects (port)				VE1R2		\$0.3995	\$30.93	\$29.58	\$12.75	\$11.45	\$3.50																		
		Virtual Collocation - 4-wire Cross Connects (loop)			use,uf,uf,uf	VEAC4		\$0.7992	\$31.17	\$29.77	\$12.83	\$11.45	\$3.50																		
		Virtual Collocation - 4-wire Cross Connects (port)				VE1R4		\$0.7992	\$31.17	\$29.77	\$12.83	\$11.45	\$3.50																		
		Virtual Collocation - 2-Fiber Cross Connects				CNC2F		\$15.64	\$41.56	\$29.82	\$12.86	\$10.34	\$3.50																		
		Virtual Collocation - 4-Fiber Cross Connects				CNC4F		\$28.11	\$50.53	\$38.76	\$19.97	\$14.35	\$3.50																		
		Virtual Collocation - DS1 Cross Connects			USLULC	CNC1X		\$7.5	\$155.000	\$14.00																					
AIN SELECTIVE CARRIER ROUTING																															
		Regional Service Establishment			SRC	SRCEC		#####	#####																						
		End Office Establishment			SRC	SRCEO		\$320.53	\$320.53																						
		Line/Port NRC, per end user			SRC	SRCLP		\$2.08	\$2.08																						
		Query NRC, per query			SRC			\$0.000448																							
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																															

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 MSBBSPP1

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	ICS	USOC	RATES				OSS RATES						
							Per	Per	Per	Per	See Order Submitted Item per LBN	See Order Submitted Monthly per LBN	Incremental Charge - Shared See Order vs. Standalone-Ad1	Incremental Charge - Shared See Order vs. Standalone-Other	Incremental Charge - Shared See Order vs. Standalone-Other Ad1	Incremental Charge - Shared See Order vs. Standalone-Other Ad1	
																	Per
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		\$174.00		\$135.99		\$3.90	\$19.99				
		AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMDP		\$53.47		\$37.70		\$3.90					
		AIN SMS Access Service - Port Connection - ISDN Access				CAMIP		\$53.47		\$37.70		\$3.90					
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		\$129.83		\$79.91		\$3.90					
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC		\$131.54		\$45.77		\$3.90					
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)						\$0.0029									
		AIN SMS Access Service - Session, Per Minute						\$0.0975850									
		AIN SMS Access Service - Company Performed Session, Per Minute						\$2.00									
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPBC		\$169.31		\$135.99		\$3.90	\$19.99				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		\$9.379				\$3.90					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		\$39.30		\$37.70		\$3.90					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		\$39.30		\$37.70		\$3.90					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		\$39.30		\$37.70		\$3.90					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PDDP				BAPTO		\$108.90		\$48.44		\$3.90					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		\$108.90		\$48.44		\$3.90					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		\$108.90		\$48.44		\$3.90					
		AIN Toolkit Service - Query Charge, Per Query						\$0.0256136									
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query						\$0.065161									
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes						\$1.79									
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS		\$18.01	\$44.02	\$31.29		\$3.90					
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS		\$0.0810536	\$47.21			\$3.90					
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS		\$15.93	\$44.02	\$31.29		\$3.90					
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES		\$0.0027018	\$47.21			\$3.90					
ODUF/EDOUF/ADUF/CMS																	
		ACCESS DAILY USAGE FILE (ADUF)															
		ADUF: Message Processing, per message						\$0.004									
		ADUF: Data Transmission (CONNECT.DIRECT), per message						\$0.001									
		ENHANCED OPTIONAL DAILY USAGE FILE (EDOUF)															
		EDOUF: Message Processing, per message						\$0.004									
		OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per message						\$0.0011179									
		ODUF: Message Processing, per message						\$0.002699									
		ODUF: Message Processing, per Magnetic Tape provisioned						\$54.62									
		ODUF: Data Transmission (CONNECT.DIRECT), per message						\$0.000354									
ENHANCED EXTENDED LINK (EEL)																	

BELLSOUTH / VarTec RATES
Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	ECI	UCC	RATES					OSG RATES								
							Per	Per	Per	Per	Per	Per Order Submitted (See per LSR)	Per Order Submitted Monthly per LSR	Incremental Charge - Manual Order vs. Electronic-Int	Incremental Charge - Manual Order vs. Electronic-Add'l	Incremental Charge - Manual Order vs. Electronic-2500 Int	Incremental Charge - Manual Order vs. Electronic-2500 Add'l			
																		Per	Per	Per
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$37.54													
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$30.2													
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$30.55													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCIX	UNCCG		\$11.17	\$11.17	\$14.29	\$14.59	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91				
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$37.14													
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$36.21													
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$46.57													
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77													
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCIX	1LSXK	\$0.2293													
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNCIX	U1TF1	\$63													
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCIX	MQ1	\$125.29													
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64Kbs)			UNCDX	1D1DD	\$1.49													
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$37.14													
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$36.21													
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$46.57					\$3.5								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77													
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64Kbs)			UNCDX	1D1DD	\$1.49													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCIX	UNCCG		\$11.17	\$11.17	\$14.29	\$14.59	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$37.14													
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$36.21													
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$46.57													
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77													
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCIX	1LSXK	\$0.2293													
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCIX	U1TF1	\$63.00													
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCIX	MQ1	\$125.29													
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbs)			UNCDX	1D1DD	\$1.49													
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$37.14													
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$36.21													

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	ECS	UBCC	RATES					O&S RATES						
							Rate	Post	Add'l	Post	Add'l	See Order Submitted Else per LBT	See Order Submitted Monthly per LBT	Incremental Charge - Standard See Order vs. Standard-Std	Incremental Charge - Standard See Order vs. Standard-Add'l	Incremental Charge - Standard See Order vs. Standard-Std	Incremental Charge - Standard See Order vs. Standard-Add'l	
																		Nonrecurring
Nonrecurring	Nonrecurring	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UCLM	\$48.87											
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77											
		OCU-OP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNCDX	1Q1DQ	\$1.49											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNOCC		\$11.17	\$11.18	\$14.29	\$14.29	\$3.90	\$31.26	\$31.26	\$3.91	\$3.91		
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	U8LJX	\$107.05											
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	U8LJX	\$212.71											
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	U8LJX	\$251.18											
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 4		4	NA	NA	\$596.41											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1LSXX	\$0.2293											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$65.											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNOCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.90	\$31.26	\$31.26	\$3.91	\$3.91		
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																		
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	U8LJX	\$107.05											
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	U8LJX	\$212.71											
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	U8LJX	\$251.44											
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 4		4	NA	NA	\$596.44											
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1LSXX	\$5.43											
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TFS	\$705.42											
		DS3 to DS1 Channel System combination per month			UNC3X	MG3	\$537.87											
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$15.78											
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	U8LJX	\$107.05											
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	U8LJX	\$212.71											
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	U8LJX	\$251.44											
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 4		4	UNC1X	U8LJX	\$596.44											
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$15.78											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNOCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.90	\$31.26	\$31.26	\$3.91	\$3.91		
2-WIRE VOICE GRADE EXTENDED LOOP/2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																		
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$21.71											
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$30.19											
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$42.73											
		A 1.2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77											
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1LSXX	\$0.0112											

BELLSOUTH / VerTec RATES
Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Location	Zone	PCS	USOC	RATES				OSG RATES							
							Per	Fwd	Addl	Thru	Per Order Submitted (See per LSN)	Per Order Submitted Monthly per LSN	Incremental Charge - Month (See Order vs. Elements-Int)	Incremental Charge - Month (See Order vs. Elements-Add'l)	Incremental Charge - Month (See Order vs. Elements-Dis-Int)	Incremental Charge - Month (See Order vs. Elements-Dis-AMT)		
																	Per	Per
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	\$24.75											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91		
4-WIRE VOICE GRADE EXTENDED LOOP/4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																		
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$37.54											
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$50.2											
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$50.55											
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 4		4	NA	NA	\$63.00											
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1LSXX	\$0.0112											
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	\$24.75											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91		
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																		
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNCSX	1LSND	\$14.16											
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNCSX	UE3PX	\$396.3											
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNCSX	1LSXX	\$5.43											
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNCSX	U1TF3	\$706.42											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91		
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																		
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1LSND	\$14.16											
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	\$411.34											
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1LSXX	\$5.43											
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TF3	\$707.87											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91		
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	\$32.46											
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	\$42.06											
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	\$55.26											
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 4		4	NA	NA	\$71.05											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1LSXX	\$0.2293											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$63.											
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	\$125.29											
		2-wire ISDN COCI (BRTE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.19											

BELLSOUTH / VeriTec RATES
Unbundled Network Elements
MISSISSIPPI

CONTRACT	NOTE	UNBUNDLED NETWORK ELEMENT	Starts	Zone	EOL	UNCC	RATES				OBS RATES									
							Fee	Fret	Discount		See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Based See Order vs. Electronic-Set	Incremental Charge - Based See Order vs. Electronic-Add'l	Incremental Charge - Based See Order vs. Electronic-Dis-Set	Incremental Charge - Based See Order vs. Electronic-Dis-Add'l				
									AA1	Pre1							AA1	Pre1	OS00C	OS00E
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	\$32.48													
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	\$42.08													
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	\$55.28													
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$71.08													
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination per month			UNCNX	UC1CA	\$3.19													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50		\$31.26	\$31.26	\$3.91	\$3.91			
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX	\$107.05													
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX	\$212.71													
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX	\$251.14													
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$586.44													
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNC8X	1L5X	\$5.43													
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNC8X	U17PB	\$707.97													
		STS1 to DS1 Channel System combination per month			UNC8X	MO9	\$207.87													
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$15.78													
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX	\$107.05													
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX	\$212.71													
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX	\$251.14													
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$586.44													
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$15.78													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC8X	UNCCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50		\$31.26	\$31.26	\$3.91	\$3.91			
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$37.14													
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$38.21													
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$46.57													
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77													
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5X	\$0.0112													
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	\$17.24													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50		\$31.26	\$31.26	\$3.91	\$3.91			
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																		
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$37.14													
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$38.21													
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$46.57													

BELLSOUTH / VarTec RATES
Unbundled Network Elements
MBSISSPPI

Attachment 2
Exhibit C
Rates - Page 99

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	CS	UNCC	RATES					OBS RATES					
							Rec	Post	Adj1	Post	Adj1	See Order Submitted Also per LBR	See Order Submitted Monthly per LBR	Incremental Charge - Month See Order vs. Electronic-1st	Incremental Charge - Month See Order vs. Electronic-Adj1	Incremental Charge - Month See Order vs. Electronic-Dis-1st	Incremental Charge - Month See Order vs. Electronic-Dis-Adj1
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L50X	\$0.0112										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD8	\$17.24										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91	
<p>ADDITIONAL NETWORK ELEMENTS</p> <p>When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply. When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.</p> <p>Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)</p>																	
		2/4-Wire V2 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91	
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91	
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91	
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91	
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCC		\$11.17	\$11.17	\$14.29	\$14.29	\$3.50	\$31.26	\$31.26	\$3.91	\$3.91	
<p>NOTE: Local Channel - Dedicated Transport - minimum billing period - below DS3-one month, DS3 and above-four months</p>																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDV2	\$16.30										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDV4	\$17.59										
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	\$41.4										
		Local Channel - Dedicated - DS1 Per Month Zone 2		2	UNC1X	ULDF1	\$47.27										
		Local Channel - Dedicated - DS1 - Per Month Zone 3		3	UNC1X	ULDF1	\$53.26										
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	\$11.02										
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3	\$455.69										
		Local Channel - Dedicated - STS-1 - Per Mile per month			UNCSX	1L5NC	\$11.02										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNCSX	ULDPS	\$449.26										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
NORTH CAROLINA

Attachment 2
Exhibit C
Rates - Page 100

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Meter	Zone	ECS	UNOC	RATES				OBS RATES						
							Res	Fwd	Advt	Fwd	Advt	SOMC	SOMH	SOMH	SOMC	SOMH	SOMC
<p>Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_cad/doc/interconnection/detructa.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.</p>																	
UNBUNDLED EXCHANGE ACCESS LOOP																	
		2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 1- Statewide	sw		UEANL	UEAL2	\$15.88	\$27.98	\$42.37			\$3.50		\$28.94	\$12.78		
		Engineering Information Document (EID)			UEANL			\$20.74	\$20.74								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		\$61.38	\$61.38								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		\$45.34	\$45.34								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Statewide	sw		UEA	UEAL2	\$19.50	\$142.97	\$108.58			\$3.50		\$28.94	\$12.78		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$45.34									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling- Statewide	sw		UEA	UEAR2	\$19.50	\$142.97	\$108.58			\$3.50		\$28.94	\$12.78		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$45.34									
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Statewide	sw		UEA	UEAL4	\$27.49	\$226.47	\$237.95			\$3.50		\$28.94	\$12.78		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$45.34									
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire ISDN Digital Grade Loop - Statewide	sw		UDN	UUL2X	\$24.98	\$325.91	\$251.31			\$3.50		\$28.94	\$12.78		
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		\$45.34									
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Statewide	sw		UDC	UDC2X	\$24.98	\$325.91	\$251.31			\$3.50		\$28.94	\$12.78		
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2-Wire Asymmetrical Digital Subscriber Line (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Statewide	sw		UAL	UAL2X	\$14.5	\$504.90	\$458.17			\$3.50		\$28.94	\$12.78		
		Order Coordination for Specified Conversion Time			UAL	OCOSL		\$45.34									
		2 Wire Unbundled ADSL Loop without manual service inquiry and facility reservation - Statewide	sw		UAL	UAL2W	\$14.50	\$203.95	\$128.42			\$3.50	\$19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$45.34									
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Statewide	sw		UHL	UHL2X	\$11.98	\$504.90	\$458.17			\$3.50		\$28.94	\$12.78		
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.34				\$3.50					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Statewide	sw		UHL	UHL2W	\$11.98	\$221.08	\$145.65			\$3.50	\$19.99				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.34									
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Statewide	sw		UHL	UHL4X	\$13.97	\$531.35	\$482.62			\$3.50		\$28.94	\$12.78		

BELLSOUTH / VerTec RATES
Unbundled Network Elements
NORTH CAROLINA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim	Zone	NOC	UOC	RATES					O&S RATES						
							Fee	First	Advt	Prepaid	Post	Advt	See Order Submitted Also per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Manual See Order vs. Electronic-1st	Incremental Charge - Manual See Order vs. Electronic-Advt	Incremental Charge - Manual See Order vs. Electronic-Dis-1st	Incremental Charge - Manual See Order vs. Electronic-Dis-Advt
							Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$46.34										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Statewide		sw	UHL	UHL4W	\$13.97	\$277.99	\$202.96			\$3.50	\$19.99					
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$46.34										
		4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Statewide		sw	USL	USLXX	\$92.78	\$714.84	\$421.47			\$3.50	\$42.19	\$12.76				
		Order Coordination for Specified Conversion Time			USL	OCOSL		\$48.31										
		4-WIRE 19.2, 88 OR 84 Kbps DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		sw	UDL	UDL19	\$32.67	\$489.04	\$337.51			\$3.50	\$19.99					
		4 Wire Unbundled Digital Loop 56 Kbps		sw	UDL	UDL88	\$32.67	\$489.04	\$337.51			\$3.50	\$26.94	\$12.76				
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$45.34										
		4 Wire Unbundled Digital Loop 84 Kbps - Statewide		sw	UDL	UDL84	\$32.67	\$489.04	\$337.51			\$3.50	\$26.94	\$12.76				
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$45.34										
		2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	\$19.4	\$261.95	\$162.85			\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	\$21.75	\$261.95	\$162.85			\$3.50	\$19.99					
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	\$25.01	\$261.95	\$162.85			\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$61.36	\$61.36									
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	\$13.4	\$250.17	\$174.74			\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	\$21.75	\$250.17	\$174.74			\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	\$25.01	\$250.17	\$174.74			\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$61.36	\$61.36									
		2-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	\$37.79	\$299.89	\$149.89			\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	\$63.15	\$299.89	\$149.89			\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	\$73.02	\$299.89	\$149.89			\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$61.36	\$61.36									
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	\$37.79	\$199.000	\$113.57			\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	\$63.15	\$199.000	\$113.57			\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	\$73.02	\$199.000	\$113.57			\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$61.36	\$61.36									
		2-Wire Unbundled Copper Loop Non-Designated - SW		sw	UEQ	UEQ2X	\$15.68	\$57.99	\$42.37			\$3.50	\$26.94					
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designated (per loop)			UEQ	USBMC		\$61.36	\$61.36									
		Engineering Information Document			UEQ			\$28.74	\$28.74									
		Loop Testing - Basic: 1st Half Hour			UEQ	URET1		\$78.92	\$78.92									
		Loop Testing - Basic: Additional Half Hour			UEQ	URETA		\$23.33	\$23.33									
		4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	\$17.63	\$330.13	\$211.02			\$3.50	\$19.99					
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	\$28.89	\$330.13	\$211.02			\$3.50	\$19.99					

BELLSOUTH / VeriFic RATES
 Unbundled Network Elements
 NORTH CAROLINA

Attachment 2
 Exhibit C
 Rates - Page 102

CATEGORY	NOTES	Interim	Zone	SCL	URCC	RATES					OSG RATES					
						Per	Per	Add'l	Per	Add'l	See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Manual See Order vs. Electronic-Std	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-Std Int	Incremental Charge - Manual See Order vs. Electronic-Std Add'l
UNBUNDLED NETWORK ELEMENT																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	\$33.28	\$330.13	\$211.02				\$3.50	\$19.99			
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCL4MC		\$61.36	\$61.36								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	\$17.63	\$250.17	\$174.74				\$3.50	\$19.99			
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	\$28.89	\$250.17	\$174.74				\$3.50	\$19.99			
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	\$39.88	\$250.17	\$174.74				\$3.50	\$19.99			
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCL4MC		\$61.36	\$61.36								
	4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	\$63.66	\$317.14	\$198.03				\$3.50	\$19.99			
	4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	\$90.07	\$317.14	\$198.03				\$3.50	\$19.99			
	4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	\$104.23	\$317.14	\$198.03				\$3.50	\$19.99			
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCL4MC		\$61.36	\$61.36								
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	\$63.66	\$237.18	\$161.75				\$3.50	\$19.99			
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	\$90.07	\$237.18	\$161.75				\$3.50	\$19.99			
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	\$104.23	\$237.18	\$161.75				\$3.50	\$19.99			
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCL4MC		\$61.36	\$61.36								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ	ULM2L		\$64.85	\$64.85								
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL	ULM2G		\$339.84	\$339.84								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18k ft			UHL, UCL	ULM4L		\$64.85	\$64.85								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		\$339.84	\$339.84								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF	ULM7		\$64.9	\$64.9								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL	USB5A		\$489.08	\$489.08				\$3.50	\$26.94	\$12.76		
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL	USB5B		\$45.04	\$45.04				\$3.50	\$26.94	\$12.76		
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USB5C		\$313.01	\$313.01				\$3.50	\$26.94	\$12.76		
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USB5D		\$108.08	\$108.08				\$3.50	\$26.94	\$12.76		
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	\$7.96	\$126.03	\$64.54	\$71.13	\$10.16	\$3.50	\$26.94	\$12.76	\$15.12	\$15.12	
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	\$12.83	\$126.03	\$64.54	\$71.13	\$10.16	\$3.50	\$26.94	\$12.76	\$15.12	\$15.12	
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	\$14.43	\$126.03	\$64.54	\$71.13	\$10.16	\$3.50	\$26.94	\$12.76	\$15.12	\$15.12	
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.34	\$45.34								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	\$9.23	\$158.52	\$79.66	\$78.56	\$13.53	\$3.50	\$26.94	\$12.76			
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	\$14.83	\$158.52	\$79.66	\$78.56	\$13.53	\$3.50	\$26.94	\$12.76			
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	\$16.73	\$158.52	\$79.66	\$78.56	\$13.53	\$3.50	\$26.94	\$12.76			
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.34	\$45.34								
	Sub-Loop 2-Wire Inrbuilding Network Cable (INC)		1	UEANL	USBR2	\$3.50	\$114.05	\$37.20	\$76.58	\$10.61	\$3.50	\$26.94	\$12.76			

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
NORTH CAROLINA

CATEGORY	NOTES	Interfa	Zone	UCI	UEOC	RATES						OSS RATES								
						Res	Plat	AdF1	Dissement	AdF1	ICORC	SCORC	OCORC	SCORC	OCORC	SCORC				
						Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.34	\$45.34												
	Sub-Loop 4-Wire IntraBuilding Network Cable (INC)	1		UEANL	USBR4	\$3.75	\$127.67	\$50.82	\$78.71	\$10.66	\$3.50		\$26.94	\$12.76						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.34	\$45.34												
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	1	UEF	UCB2X	\$7.33	\$137.10	\$90.24	\$76.58	\$10.81	\$3.50		\$26.94	\$12.76						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	2	UEF	UCB2X	\$10.95	\$137.10	\$90.24	\$76.58	\$10.81	\$3.50		\$26.94	\$12.76						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1	3	UEF	UCB2X	\$12.39	\$137.10	\$90.24	\$76.58	\$10.81	\$3.50		\$26.94	\$12.76						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$45.34	\$45.34												
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	1	UEF	UCS4X	\$7.14	\$182.24	\$95.35	\$78.58	\$13.53	\$3.50		\$26.94	\$12.76						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	2	UEF	UCS4X	\$11.08	\$182.24	\$95.35	\$78.58	\$13.53	\$3.50		\$26.94	\$12.76						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1	3	UEF	UCS4X	\$12.63	\$182.24	\$95.35	\$78.58	\$13.53	\$3.50		\$26.94	\$12.76						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$45.34	\$45.34												
	Sub-Loop Feeder																			
	USL Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA	UDN,UCL,UOL,UOC			498.08												
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA	UDN,UCL,UOL,UOC		\$45.04	\$45.04												
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		\$23.51	\$11.31												
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	\$11.43	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	\$18.35	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	\$21.04	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		\$45.34													
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBF8	\$11.43	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBF8	\$18.35	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBF8	\$21.04	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		\$45.34													
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	\$11.43	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	\$18.35	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	\$21.04	\$122.52	\$46.61	\$149.46	\$59.37	\$3.50	\$19.99								
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		\$45.34													
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	\$21.91	\$226.36	\$144.26		\$3.50	\$19.99									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	\$35.82	\$226.36	\$144.26		\$3.50	\$19.99									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	\$41.37	\$226.36	\$144.26		\$3.50	\$19.99									
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		\$45.34													
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	\$21.91	\$226.36	\$144.26		\$3.50	\$19.99									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	\$35.82	\$226.36	\$144.26		\$3.50	\$19.99									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	\$41.37	\$226.36	\$144.26		\$3.50	\$19.99									
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		\$45.34													
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBF7	\$19.63	\$202.01	\$105.88		\$3.50	\$19.99									
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBF7	\$31.61	\$202.01	\$105.88		\$3.50	\$19.99									
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBF7	\$36.27	\$202.01	\$105.88		\$3.50	\$19.99									
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		\$45.34													
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBF5	\$19.63	\$202.01	\$105.88		\$3.50	\$19.99									
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBF5	\$31.61	\$202.01	\$105.88		\$3.50	\$19.99									
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBF5	\$36.27	\$202.01	\$105.88		\$3.50	\$19.99									

BELLSOUTH / VarTAC Rates
Unbundled Network Elements
NORTH CAROLINA

Attachment 2
EINR C
Rates - Page 104

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	ICS	USDC	RATES				OSS RATES						
							Res	Prd	Add	Prnt	BOMC	BOMN	BOMH	BOML	BOMM	BOMX	
																	Per LSR
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1	1		USL	USBFQ	\$36.06	\$363.01	\$153.37			\$3.50		\$42.19	\$12.76		
		Unbundled Sub-Loop Feeder, 4-Wire DS1 - Zone 2	2		USL	USBFQ	\$67.36	\$363.01	\$153.37			\$3.50		\$42.19	\$12.76		
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3	3		USL	USBFQ	\$78.12	\$363.01	\$153.37			\$3.50		\$42.19	\$12.76		
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		\$45.34									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1	1		UCL	USBFH	\$10.66	\$172.89	\$90.61			\$3.50	\$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2	2		UCL	USBFH	\$18.44	\$172.89	\$90.61			\$3.50	\$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3	3		UCL	USBFH	\$18.66	\$172.89	\$90.61			\$3.50	\$19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		\$45.34									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1	1		UDL	USBFJ	\$14.66	\$207.14	\$134.77			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2	2		UDL	USBFJ	\$23.74	\$207.14	\$134.77			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3	3		UDL	USBFJ	\$27.26	\$207.14	\$134.77			\$3.50	\$19.99				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		\$45.34									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	1		UDL	USBFN	\$26.71	\$215.00	\$132.92			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	2		UDL	USBFN	\$44.07	\$215.00	\$132.92			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	3		UDL	USBFN	\$50.83	\$215.00	\$132.92			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1	1		UDL	USBFO	\$26.71	\$215.00	\$132.92			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2	2		UDL	USBFO	\$44.07	\$215.00	\$132.92			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3	3		UDL	USBFO	\$50.83	\$215.00	\$132.92			\$3.50	\$19.99				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		\$45.34									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1	1		UDL	USBFP	\$26.71	\$215.00	\$132.92			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2	2		UDL	USBFP	\$44.07	\$215.00	\$132.92			\$3.50	\$19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3	3		UDL	USBFP	\$50.83	\$215.00	\$132.92			\$3.50	\$19.99				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		\$45.34									
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Co/Equip Removal per 2-W PR			UEF	ULM2X		\$363.95	\$12.20			\$3.50					
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Co/Equip Removal per 4-W PR			UEF	ULM4X		\$363.95	\$12.20			\$3.50					
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unbundled			UEF	ULM4T		\$557.78	\$14.23			\$3.50					
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	\$0.44	\$64.99	\$64.99			\$3.50		\$26.94	\$12.76		
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines	1		UENTW	UND12		\$66.37	\$66.60								
		Network Interface Device (NID) - 1-6 lines	1		UENTW	UND16		\$127.93	\$66.21								
		Network Interface Device Cross Connect - 2 W	1		UENTW	UNDC2		\$11.66	\$11.66			\$3.50		\$26.94	\$12.76		
		Network Interface Device Cross Connect - 4W	1		UENTW	UNDC4		\$11.66	\$11.66			\$3.50		\$26.94	\$12.76		
		UNBUNDLED LOOP CONCENTRATION															
		Unbundled Loop Concentration - System A (TR006)			ULC	UCT8A	\$306.41	\$692.26	\$692.26								
		Unbundled Loop Concentration - System B (TR006)			ULC	UCT8B	\$58.36	\$271.78	\$271.78								
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	\$439.73	\$692.25	\$692.25								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	\$66.34	\$271.78	\$271.78								
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	\$6.52	\$126.65	\$92.35	\$33.05	\$9.42						
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	\$8.77	\$21.11	\$21.00	\$10.61	\$10.74						
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$8.77	\$21.11	\$21.00	\$10.61	\$10.74						
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	\$2.19	\$21.11	\$21.00	\$10.61	\$10.74						
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	\$13.03	\$21.11	\$21.00	\$10.61	\$10.74						

BELLSOUTH / VeriFac RATES
 Unbundled Network Elements
 NORTH CAROLINA

Attachment 2
 Exhibit C
 Rates - Page 108

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim	Final	SCL	USCC	RATES					OSS RATES							
							Res	Post	Advt	Post	Advt	See Order Submitted On per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Shared See Order vs. Standalone-1st	Incremental Charge - Shared See Order vs. Standalone-Addl	Incremental Charge - Shared See Order vs. Standalone-1st	Incremental Charge - Shared See Order vs. Standalone-Addl		
							Dissemination	Dissemination	Advt	Advt	Advt							Advt	Advt
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface			UEA	ULCC4	\$7.77	\$21.11	\$21.00	\$10.81	\$10.74								
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	\$37.98	\$21.11	\$21.00	\$10.81	\$10.74								
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74								
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74								
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74								
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																			
UNE OTHER, PROVISIONING ONLY - NO RATE																			
		NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX													
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE													
		Unbundled Contract Name, Provisioning Only - No Rate			UEANLUEF,UEQUE	NTW													
		Unbundled Contract Name, Provisioning Only - no rate			UALUCL,UDC,UDLU	UNEON	\$0.0	\$0.0											
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEAUDN,UCLUDC	USBPD	\$0.0	\$0.0											
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEAUSL,UCLUDL	USBFR	\$0.0	\$0.0											
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	\$0.0	\$0.0											
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CODEF	\$0.0	\$0.0											
HIGH CAPACITY UNBUNDLED LOCAL LOOP																			
NOTE: 4 month minimum billing period																			
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UES	1LSND	\$11.12												
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UES	UESPX	\$404.98	#####	\$648.12			\$3.5		\$63.48		\$63.48			
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1LSND	\$11.12												
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	\$417.7	#####	\$649.12			\$3.5		\$63.48		\$63.48			
LOOP MAKE-UP																			
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) **			UMK	UMKLW		\$28.98	\$28.98										
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) **			UMK	UMKLP		\$28.34	\$28.34										
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) **							\$1.04	\$1.04									
LINE SHARING																			
		Line Sharing Splitter, per System 98 Line Capacity			ULS	ULSDA	\$152.73	\$24.81	\$0.0			\$0.0	\$0.0						
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDP	\$38.18	\$24.81	\$0.0			\$0.0	\$0.0						
		Line Sharing - per Line Activation			ULS	ULSDC	\$0.81	\$28.98	\$28.98			\$3.50		\$28.94		\$12.78			
		Line Sharing - per Subsequent Activity per Line Reassignment			ULS	ULSDS		\$36.14	\$18.29			\$3.50		\$28.94		\$12.78			
UNBUNDLED TRANSPORT																			
COMMON TRANSPORT (Shared)																			
		Common Transport - Per Mile, Per MOU					\$0.00001												
		Common Transport - Facilities Termination Per MOU					\$0.00034												
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 - one month, DS3 and above four months																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																			

BELLSOUTH / Var/Tar RATES
 Unbundled Network Elements
 NORTH CAROLINA

Attachment #
 Exhibit C
 Rates - Page 106

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interf	Dns	RCS	URCC	RATES				OSS RATES								
							Per	Pst	Adt	Pst	Adt	SCBSC	SCBSP	SCBSP1	SCBSP2	SCBSP3	SCBSP4		
																		Resourcing	Resourcing
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	\$0.0282												
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	\$18.00	\$137.48	\$52.58			\$3.50	\$36.07	\$36.07					
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	\$0.0282												
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TP2	\$18.00	\$18.00	\$52.58			\$3.50	\$36.07	\$36.07	\$0.00	\$0.00			
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	\$0.0125												
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	\$22.16	\$108.11	\$65.95			\$3.5	\$22.32	\$22.32					
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	\$0.0282												
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	\$17.40	\$137.48	\$52.58			\$3.50	\$36.07	\$36.07					
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	\$0.0282												
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	\$17.40	\$137.48	\$52.58			\$3.50	\$36.07	\$36.07	\$0.00	\$0.00			
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	\$0.5753												
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	\$71.29	\$217.17	\$163.75			\$3.50	\$36.07	\$36.07					
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																	
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	\$12.98												
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	\$720.38	\$794.94	\$579.55			\$3.50	\$91.26	\$91.26					
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1																	
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	\$6.14												
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TF8	\$790.37	\$642.23	\$408.89			\$3.50	\$53.48	\$53.48					
		LOCAL CHANNEL - DEDICATED TRANSPORT																	
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above-four months																	
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	\$14.82	\$553.8	\$89.89			\$3.5	\$42.17	\$12.78					
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDR2	\$14.82	\$553.8	\$89.89	\$0.00	\$0.00	\$3.5	\$42.17	\$12.78	\$0.00	\$0.00			
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4	\$15.87	\$582.23	\$92.87			\$3.50	\$42.17	\$12.78					
		Local Channel - Dedicated - DS1 per month			ULDO1	ULDF1	\$35.88	\$534.48	\$492.89			\$3.5	\$93.15	\$1.77					
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDO3	1L5NC	\$3.88												
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDO3	ULDF3	\$496.75	\$592.25	\$527.86			\$3.50	\$58.25	\$58.25					
		Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1L5NC	\$8.88												
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	\$484.05	\$582.25	\$498.76	\$527.86	\$0.00	\$3.50	\$58.25	\$58.25	\$0.00	\$0.00			
		MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	\$148.89	\$197.78	\$140.08			\$3.50	\$24.85	\$8.18					
		OCU-OP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kb)			UDL	1D1DD	\$2.0	\$15.78	\$13.08										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month			UDN	UC1CA	\$3.59	\$15.78	\$13.08										

BELLSOUTH / Va/Tec RATES
 Unbundled Network Elements
 NORTH CAROLINA

Attachment 2
 Exhibit C
 Rates - Page 108

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	ICS	USOC	RATES				O&S RATES						
							Pst	Pnt	Adt	Pst	Adt	EO&C	EO&M	EO&P	EO&A	EO&S	EO&T
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connects (loop)			user/usu,udn,udc,usu,u/	UEAC2	\$0.06	\$41.76	\$39.25	\$4.75	\$4.75	\$3.50					
		Virtual Collocation - 2-wire Cross Connects (port)			Nucl,usq	VEIR2	\$0.06	\$41.76	\$39.25	\$4.75	\$4.75	\$3.50					
		Virtual Collocation - 4-wire Cross Connects (loop)			usu,u/udc,ort	UEAC4	\$0.18	\$41.91	\$39.25	\$4.75	\$4.75	\$3.50					
		Virtual Collocation - 4-wire Cross Connects (port)				VEIR4	\$0.18	\$41.91	\$39.25	\$4.75	\$4.75	\$3.50					
		Virtual Collocation - 2-Fiber Cross Connects				CNC2F	\$15.95	\$67.34	\$49.56			\$3.50					
		Virtual Collocation - 4-Fiber Cross Connects				CNC4F	\$26.74	\$82.26	\$63.58			\$3.50					
		Virtual Collocation - DS1 Cross Connects			UBL,ULC	CNC1X	\$0.97	\$71.02	\$51.08								
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	\$RCEC											
		End Office Establishment			SRC	\$RCEO					\$320.53	\$320.53					
		Line/Port NRC, per end user			SRC	\$RCLP					\$2.06	\$2.06					
		Query NRC, per query			SRC						\$0.000448						
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		\$894.77				\$3.50	\$19.99				
		AIN SMS Access Service - Port Connection - Dist/Shared Access				CAMDP		\$99.94				\$3.50					
		AIN SMS Access Service - Port Connection - ISDN Access				CAMIP		\$99.94				\$3.50					
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		\$200.83				\$3.50					
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC		\$172.05				\$3.50					
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					\$0.0023										
		AIN SMS Access Service - Session, Per Minute					\$0.0791										
		AIN SMS Access Service - Company Performed Session, Per Minute					\$2.06										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		\$280.05				\$3.50	\$19.99				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		\$5.50				\$3.50					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		\$72.76				\$3.50					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		\$72.76				\$3.50					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		\$72.76				\$3.50					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PDDP				BAPTO		\$149.95				\$3.50					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		\$149.95				\$3.50					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		\$149.95				\$3.50					
		AIN Toolkit Service - Query Charge, Per Query					\$0.02										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					\$0.005										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					\$1.45										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS	\$15.88	\$71.80				\$3.50					
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS	\$0.06	\$47.20				\$3.50					
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	\$15.90	\$71.80				\$3.50					

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 NORTH CAROLINA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Inter	Zone	ICS	UNCC	RATES			OSS RATES								
							Res	Res	Adt	See Order Submitted Rate per LIR	See Order Submitted Monthly per LIR	Incremental Charge - Based on See Order vs. BaseRate-1st	Incremental Charge - Based on See Order vs. BaseRate-Adt	Incremental Charge - Based on See Order vs. BaseRate-1st	Incremental Charge - Based on See Order vs. BaseRate-Adt			
							Nonrecurring	Nonrecurring	Churn	Adt	SONC	SONN	SONM	SONA	SONB			
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$146.00	\$197.78	\$140.00									
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.27	\$13.09	\$9.36									
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Statewide	sw		UNCVX	UEAL4	\$27.49	\$268.47	\$237.49		\$3.90		\$21.75	\$21.75	\$32.26	\$10.99		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$27.49											
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.27	\$13.09	\$9.36									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$21.75	\$21.75	\$32.26	\$10.99	\$3.5						
4-WIRE 96 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Statewide	sw		UNCDX	UDL66	\$37.67	\$489.04	\$337.51		\$3.90		\$21.75	\$21.75	\$32.26	\$10.99		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5DX	\$0.5753											
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	\$71.29	\$217.17	\$163.75		\$3.5		\$76.14	\$76.14	\$0.00	\$0.00		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$146.00	\$197.78	\$140.00									
		OCU-OP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64Kbps)			UNCDX	1D1DD	\$2.86	\$15.76	\$11.26									
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Statewide	sw		UNCDX	UDL66	\$37.67	\$489.04	\$337.51		\$3.90		\$21.75	\$21.75	\$32.26	\$10.99		
		OCU-OP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64Kbps)			UNCDX	1D1DD	\$2.86	\$15.76	\$11.26									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$21.75	\$21.75	\$32.26	\$10.99	\$3.5						
4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Statewide	sw		UNCDX	UDL64	\$37.67	\$489.04	\$337.51		\$3.5		\$21.75	\$21.75	\$32.26	\$10.99		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5DX	\$0.5753											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$71.29	\$217.17	\$163.75		\$3.90		\$76.14	\$76.14	\$0.00	\$0.00		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$146.00	\$197.78	\$140.00									
		OCU-OP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNCDX	1D1DD	\$2.86	\$15.76	\$11.26									
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Statewide	sw		UNCDX	UDL64	\$37.67	\$489.04	\$337.51		\$3.90		\$21.75	\$21.75	\$12.61	\$12.61		
		OCU-OP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbps)			UNCDX	1D1DD	\$2.86	\$15.76	\$11.26									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$21.75	\$21.75	\$32.26	\$10.99	\$3.5						
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Statewide	sw		UNC1X	USLJX	\$62.78	\$714.84	\$421.47		\$3.90		\$21.75	\$21.75	\$32.26	\$10.99		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5DX	\$0.5753											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$71.29	\$217.17	\$163.75		\$3.90		\$76.14	\$76.14	\$0.00	\$0.00		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$21.75	\$21.75	\$32.26	\$10.99	\$3.5						
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																		

BELLSOUTH / VeriTec RATES
 Unbundled Network Elements
 NORTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interoffice	State	BSG	USDC	RATES				O&S RATES						
							Res	Prd	Adt	Discount	See Order Submitted (See per LSR)	See Order Submitted Monthly per LSR	Incremental Charge - Manual See Order vs. Electronic-1st	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-Dis 1st	Incremental Charge - Manual See Order vs. Electronic-Dis Add'l	
							Per	Per	Per	Per							
		First DS1 Loop In DS3 Interoffice Transport Combination - Statewide		sw	UNC1X	USL0X	\$62.78	\$714.84	\$421.47			\$3.50		\$118.20	\$104.00		
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L00X	\$12.98										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	\$720.36	\$794.94	\$679.55			\$3.50		\$118.20	\$104.00		
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	\$233.1	\$403.97	\$234.4								
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$16.07	\$13.09	\$9.36								
		Additional DS1 Loop In DS3 Interoffice Transport Combination - Statewide		sw	UNC1X	USL0X	\$62.78	\$714.84	\$421.47			\$3.50		\$118.20	\$104.00		
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$16.07	\$13.09	\$9.36								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNC3X	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
2-WIRE VOICE GRADE EXTENDED LOOP/2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Statewide		sw	UNCVX	UEAL2	\$19.5	\$142.97	\$105.96								
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L50X	\$0.028										
		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	\$18.00	\$137.48	\$92.59			\$3.5		\$38.07	\$38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNCVX	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
4-WIRE VOICE GRADE EXTENDED LOOP/4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Statewide		sw	UNCVX	UEAL4	\$27.49	\$298.47	\$237.45	\$82.08	\$12.22						
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L50X	\$0.0126										
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	\$22.16	\$106.11	\$65.96			\$3.5		\$22.32	\$22.32		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNCVX	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	\$11.12										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UESPX	\$404.98	#####	\$646.12								
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L50X	\$12.98										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	\$720.36	\$794.94	\$679.55			\$3.50		\$91.26	\$91.26		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNC3X	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNC3X	1L5ND	\$11.12										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNC3X	UDL81	\$404.98	#####	\$646.12								
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNC3X	1L50X	\$6.14										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNC3X	U1TF3	\$790.37	\$642.23	\$406.89			\$3.50		\$53.48	\$53.48		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change			UNC3X	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Statewide		sw	UNCAU	U1L2X	\$24.98	\$325.91	\$251.31			\$3.50		\$38.07	\$38.07		

BELLSOUTH / VeriTel RATES
Unbundled Network Elements
NORTH CAROLINA

Attachment 2
Exhibit C
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	SCS	URCC	RATES				OBS RATES						
							Nonrecuring		Recurring		Per Order Submitted Mo per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Manual Sw Order vs. Electronic-Switch	Incremental Charge - Manual Sw Order vs. Electronic-Add'l	Incremental Charge - Manual Sw Order vs. Electronic-Other	Incremental Charge - Manual Sw Order vs. Electronic-Other Add'l	
							First	Advt	First	Advt							
SCS	URCC	Per	Advt	Per	Advt	SCS	URCC	SCS	URCC	SCS	URCC	SCS	URCC				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNCIX	1L5XX	\$0.5755										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNCIX	U1TP1	\$71.29	\$217.17	\$168.75			\$3.50		\$38.07	\$38.07		
		Channelization - Channel System DS1 to DS0 combination - per month			UNCIX	MQ1	\$148.89	\$197.79	\$140.06								
		2-wire ISDN COCI (BRTE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.79	\$15.79	\$11.28								
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Statewide		sw	UNCNX	V1L2X	\$24.98	\$325.91	\$251.91			\$3.00		\$38.07	\$38.07		
		2-wire ISDN COCI (BRTE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.79	\$15.79	\$11.28								
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCIX	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																	
		First DS1 Loop in STS1 Interoffice Transport Combination - Statewide		sw	UNCIX	USLJX	\$52.71	\$714.84	\$757.03			\$3.5		\$53.48	\$53.48		
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	\$6.14										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	V1TP9	\$790.57	\$924.23	\$408.89			\$3.50		\$53.48	\$53.48		
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	\$233.1	\$403.8	\$234.4								
		DS3 Interface Unit (DS1 COCI) combination per month			UNCIX	UC1D1	\$18.07	\$13.09	\$9.38								
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Statewide		sw	UNCIX	USLJX	\$52.71	\$714.84	\$757.03			\$3.5		\$53.48	\$53.48		
		DS3 Interface Unit (DS1 COCI) combination per month			UNCIX	UC1D1	\$18.07	\$13.09	\$9.38								
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Statewide		sw	UNCIX	UDL96	\$37.67	\$488.04	\$337.51								
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCIX	1L5XX	\$0.0892										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCIX	V1TD5	\$17.4	\$137.48	\$92.98			\$3.50		\$38.07	\$38.07		
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCIX	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Statewide		sw	UNCIX	UDL64	\$37.67										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCIX	1L5XX	\$0.0892										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCIX	V1TD6	\$17.40	\$137.48	\$92.98			\$3.50		\$38.07	\$38.07		
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCIX	UNCCC		\$21.75	\$21.75	\$32.28	\$10.95	\$3.5					
ADDITIONAL NETWORK ELEMENTS																	
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.															
		Node (Synchronous)															
		Node per month			UNCIX	UNCHT	\$16.00										

BELLSOUTH / Va/Tec RATES
 Unbundled Network Elements
 NORTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Exchange	Zone	ECS	UNCC	RATES					OBS RATES					
							Rate	Flat	AMT	Rate	AMT	See Order Submitted Rate per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Shared See Order vs. Electronic-Net	Incremental Charge - Shared See Order vs. Electronic-Net	Incremental Charge - Shared See Order vs. Electronic-Net	Incremental Charge - Shared See Order vs. Electronic-Net
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																	
		24-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNCVX	UNCC	\$21.75	\$21.75	\$32.25	\$10.95	\$3.5					
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNCDX	UNCC	\$21.75	\$21.75	\$32.25	\$10.95	\$3.5					
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNC1X	UNCC	\$21.75	\$21.75	\$32.25	\$10.95	\$3.5					
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNCSX	UNCC	\$21.75	\$21.75	\$32.25	\$10.95	\$3.5					
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge				UNCSX	UNCC	\$21.75	\$21.75	\$32.25	\$10.95	\$3.5					
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month				UNCVX	ULDV2	\$14.82									
		Local Channel - Dedicated - 4-Wire Voice Grade per month				UNCVX	ULDV4	\$15.87									
		Local Channel - Dedicated - DS1 Per Month				UNC1X	ULDF1	\$35.86									
		Local Channel - Dedicated - DS3 - Per Mile per month				UNCSX	1L9NC	\$8.95									
		Local Channel - Dedicated - DS3 - Facility Termination per month				UNCSX	ULDF3	\$495.75									
		Local Channel - Dedicated - STS-1 - Per Mile per month				UNCSX	1L9NC	\$8.95									
		Local Channel - Dedicated - STS-1 - Facility Termination per month				UNCSX	ULDF8	\$494.05									

BELLSOUTH / Yatec RATES
 Unbundled Network Elements
 SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	ECS	SBOC	RATES					OBS RATES					
							Res	Pre1	Ad1	Post	Ad1	SBOC	SBOC1	SBOC2	SBOC3	SBOC4	SBOC5
Geographically Deleveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deleveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deleveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in the Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_caf/doc/interconnection/deleverages.pdf to view Geographically Deleveraged UNE Zone Designations by Central Office.																	
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1		UEANL	UEAL2	\$18.48	\$70.44	\$44.06				\$3.50	\$44.52	\$13.56		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2		UEANL	UEAL2	\$27.67	\$70.44	\$44.06				\$3.50	\$44.52	\$13.56		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3		UEANL	UEAL2	\$38.91	\$70.44	\$44.06				\$3.50	\$44.52	\$13.56		
		Engineering Information Document (EID)			UEANL		\$28.62	\$28.62									
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC	\$62.10	\$62.10									
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL	\$48.43	\$48.43									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1		UEA	UEAL2	\$21.57	\$178.12	\$128.80				\$3.50	\$44.42	\$13.56		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2		UEA	UEAL2	\$32.53	\$178.12	\$128.80				\$3.50	\$44.42	\$13.56		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3		UEA	UEAL2	\$43.08	\$178.12	\$128.80				\$3.50	\$44.42	\$13.56		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.43	\$45.43									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1		UEA	UEAR2	\$21.57	\$178.12	\$128.80				\$3.50	\$44.42	\$13.56		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2		UEA	UEAR2	\$32.53	\$178.12	\$128.80				\$3.50	\$44.42	\$13.56		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3		UEA	UEAR2	\$43.08	\$178.12	\$128.80				\$3.50	\$44.42	\$13.56		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.43	\$45.43									
4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1	1		UEA	UEAL4	\$29.47	\$393.36	\$298.77				\$3.50	\$44.06	\$13.56		
		4-Wire Analog Voice Grade Loop - Zone 2	2		UEA	UEAL4	\$44.44	\$393.36	\$298.77				\$3.50	\$44.06	\$13.56		
		4-Wire Analog Voice Grade Loop - Zone 3	3		UEA	UEAL4	\$58.85	\$393.36	\$298.77				\$3.50	\$44.06	\$13.56		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.43	\$45.43									
2-WIRE ISDN DIGITAL GRADE LOOP																	
		2-Wire ISDN Digital Grade Loop - Zone 1	1		UDN	U1L2X	\$26.86	\$423.04	\$301.75				\$3.50	\$44.42	\$13.56		
		2-Wire ISDN Digital Grade Loop - Zone 2	2		UDN	U1L2X	\$40.24	\$423.04	\$301.75				\$3.50	\$44.42	\$13.56		
		2-Wire ISDN Digital Grade Loop - Zone 3	3		UDN	U1L2X	\$53.65	\$423.04	\$301.75				\$3.50	\$44.42	\$13.56		
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL	\$45.43	\$45.43									
2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP																	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	1		UDC	UDC2X	\$31.51	\$235.15	\$180.05	\$108.08	\$21.21		\$3.50	\$44.42	\$13.56		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	2		UDC	UDC2X	\$40.95	\$235.15	\$180.05	\$108.08	\$21.21		\$3.50	\$44.42	\$13.56		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	3		UDC	UDC2X	\$47.12	\$235.15	\$180.05	\$108.08	\$21.21		\$3.50	\$44.42	\$13.56		
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																	
		2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	1		UAL	UAL2X	\$17.10	\$800.01	\$607.33				\$3.50	\$44.42	\$13.56		
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	2		UAL	UAL2X	\$25.78	\$800.01	\$607.33				\$3.50	\$44.42	\$13.56		

BELLSOUTH / VerTeo RATES
 Unbundled Network Elements
 SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Wires	Zone	BCL	UOC	RATES					O&B RATES					
							Res	Prst	ADT	Prst	ADT	See Order Submitted Else per LBR	See Order Submitted Monthly per LBR	Incremental Charge - Month See Order vs. Standard-1st	Incremental Charge - Month See Order vs. Standard-ADT	Incremental Charge - Month See Order vs. Standard-1st	Incremental Charge - Month See Order vs. Standard-ADT
							Res	Prst	ADT	Res	Prst	ADT	Res	Prst	ADT	Res	Prst
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	3		UAL	UALZX	\$34.15	\$600.61	\$607.33			\$3.50		\$44.00	\$13.50		
		Order Coordination for Specified Conversion Time (per LBR)			UAL	OCOSL		\$45.43									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	1		UAL	UALZW	\$17.10	\$205.26	\$129.32	\$100.74	\$15.86	\$3.50	\$19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	2		UAL	UALZW	\$25.79	\$205.26	\$129.32	\$100.74	\$15.86	\$3.50	\$19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	3		UAL	UALZW	\$34.15	\$205.26	\$129.32	\$100.74	\$15.86	\$3.50	\$19.99				
		Order Coordination for Specified Conversion Time (per LBR)			UAL	OCOSL		\$45.43									
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	1		UHL	UHLZX	\$12.21	\$600.61	\$607.33			\$3.50		\$44.00	\$13.50		
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	2		UHL	UHLZX	\$18.41	\$600.61	\$607.33			\$3.50		\$44.00	\$13.50		
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	3		UHL	UHLZX	\$24.39	\$600.61	\$607.33			\$3.50		\$44.00	\$13.50		
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.43									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1		UHL	UHLZW	\$12.21	\$222.65	\$146.66	\$100.74	\$15.86	\$3.50	\$19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2		UHL	UHLZW	\$18.41	\$222.65	\$146.66	\$100.74	\$15.86	\$3.50	\$19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3		UHL	UHLZW	\$24.39	\$222.65	\$146.66	\$100.74	\$15.86	\$3.50	\$19.99				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.43									
		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	UHLZX	\$16.21	\$625.11	\$632.78			\$3.50		\$44.00	\$13.50		
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	2		UHL	UHLZX	\$24.45	\$625.11	\$632.78			\$3.50		\$44.00	\$13.50		
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	3		UHL	UHLZX	\$32.39	\$625.11	\$632.78			\$3.50		\$44.00	\$13.50		
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$46.43									
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1		UHL	UHLZW	\$16.21	\$279.86	\$203.99	\$110.24	\$20.75	\$3.50	\$19.99				
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2		UHL	UHLZW	\$24.45	\$279.86	\$203.99	\$110.24	\$20.75	\$3.50	\$19.99				
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3		UHL	UHLZW	\$32.39	\$279.86	\$203.99	\$110.24	\$20.75	\$3.50	\$19.99				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		\$45.43									
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1	1		USL	USLZX	\$69.81	\$715.77	\$421.50			\$3.50		\$49.77	\$13.50		
		4-Wire DS1 Digital Loop - Zone 2	2		USL	USLZX	\$89.90	\$715.77	\$421.50			\$3.50		\$49.77	\$13.50		
		4-Wire DS1 Digital Loop - Zone 3	3		USL	USLZX	\$119.08	\$715.77	\$421.50			\$3.50		\$49.77	\$13.50		
		Order Coordination for Specified Conversion Time			USL	OCOSL		\$48.47									
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps	1		UDL	UDL19	\$34.26	\$902.73	\$393.5			\$3.5		\$44.00			
		4 Wire Unbundled Digital 19.2 Kbps	2		UDL	UDL19	\$51.67	\$902.73	\$393.5			\$3.5		\$44.00	\$13.50		
		4 Wire Unbundled Digital 19.2 Kbps	3		UDL	UDL19	\$68.43	\$902.73	\$393.5			\$3.5	\$44.00	\$13.50			
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1	1		UDL	UDL56	\$34.26	\$902.73	\$393.50			\$3.50		\$44.00	\$13.50		
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2	2		UDL	UDL56	\$51.67	\$902.73	\$393.50			\$3.50		\$44.00	\$13.50		
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3	3		UDL	UDL56	\$68.43	\$902.73	\$393.50			\$3.50		\$44.00	\$13.50		
		Order Coordination for Specified Conversion Time			UDL	OCOSL		\$45.43									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1	1		UDL	UDL64	\$34.26	\$902.73	\$393.50			\$3.50		\$44.00	\$13.50		

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	BS	USOC	RATES					O&S RATES						
							Rate	Post	Add	Discount	AMT	EO&S	EOP&S	EOP&S	EO&S	EO&S	EO&S	EO&S
		4 Wire Unbundled Digital Loop 84 Kbps - Zone 2		2	UDL	UDL84	\$51.67	\$692.73	\$363.50			\$3.50				\$44.00	\$13.50	
		4 Wire Unbundled Digital Loop 84 Kbps - Zone 3		3	UDL	UDL84	\$68.47	\$692.73	\$363.50			\$3.50				\$44.00	\$13.50	
		Order Coordination for Specified Conversion Time			UDL	OCQSL		\$45.43										
		2-WIRE UNBUNDLED COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	\$15.24	\$203.95	\$163.99	\$120.42	\$22.42	\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	\$17.14	\$203.95	\$163.99	\$120.42	\$22.42	\$3.50	\$19.99					
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	\$17.68	\$203.95	\$163.99	\$120.42	\$22.42	\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$92.1	\$92.1									
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	\$15.24	\$203.42	\$127.45	\$100.74	\$15.86	\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	\$17.14	\$203.42	\$127.45	\$100.74	\$15.86	\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	\$17.68	\$203.42	\$127.45	\$100.74	\$15.86	\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$92.1	\$92.1									
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	\$47.77	\$270.89	\$160.93	\$120.42	\$22.42	\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	\$66.16	\$270.89	\$160.93	\$120.42	\$22.42	\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	\$84.94	\$270.89	\$160.93	\$120.42	\$22.42	\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$92.1	\$92.1									
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	\$47.77	\$190.36	\$114.39	\$100.74	\$15.86	\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	\$66.16	\$190.36	\$114.39	\$100.74	\$15.86	\$3.50	\$19.99					
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	\$84.94	\$190.36	\$114.39	\$100.74	\$15.86	\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$92.1	\$92.1									
		2-Wire Unbundled Copper Loop - Non-Designated - Zone 1		1	UEQ	UEQ2X	\$11.01	\$44.69	\$22.40	\$25.65	\$7.08	\$3.50			\$44.00	\$13.50		
		2 Wire Unbundled Copper Loop - Non-Designated - Zone 2		2	UEQ	UEQ2X	\$12.67	\$44.69	\$22.40	\$25.65	\$7.08	\$3.50			\$44.00	\$13.50		
		2 Wire Unbundled Copper Loop - Non-Designated - Zone 3		3	UEQ	UEQ2X	\$20.22	\$44.69	\$22.40	\$25.65	\$7.08	\$3.50			\$44.00	\$13.50		
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designated (per loop)			UEQ	US8MC		\$92.10	\$92.10									
		Engineering Information Document			UEQ			\$28.82	\$28.82									
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		\$78.52	\$78.52									
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		\$23.33	\$23.33									
		4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	\$84.95	\$332.47	\$212.51	\$130.98	\$27.68	\$3.50	\$19.99					
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	\$26.13	\$332.47	\$212.51	\$130.98	\$27.68	\$3.50	\$19.99					
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	\$24.17	\$332.47	\$212.51	\$130.98	\$27.68	\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$92.1	\$92.1									
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	\$24.55	\$251.94	\$175.94	\$110.24	\$20.75	\$3.50	\$19.99					
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	\$26.13	\$251.94	\$175.94	\$110.24	\$20.75	\$3.50	\$19.99					
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	\$24.17	\$251.94	\$175.94	\$110.24	\$20.75	\$3.50	\$19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$92.1	\$92.1									
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	\$96.61	\$318.41	\$199.45	\$130.98	\$27.68	\$3.50	\$19.99					

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 SOUTH CAROLINA

CATEGORY	NOTES	Units	Zone	ECS	USOC	RATES					OSS RATES						
						Res	Post	Adt	Discont	Adt	See Order Submitted Rate per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Shared See Order vs. Standalone-1st	Incremental Charge - Shared See Order vs. Standalone-Add'l	Incremental Charge - Shared See Order vs. Standalone-1st	Incremental Charge - Shared See Order vs. Standalone-Add'l	
						Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	
UNBUNDLED NETWORK ELEMENTS																	
	4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	\$148.48	\$319.41	\$199.46	\$150.98	\$27.99	\$3.50	\$19.99					
	4-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	\$180.12	\$319.41	\$199.46	\$150.98	\$27.99	\$3.50	\$19.99					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCL4MC	\$62.1	\$62.1										
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	\$98.61	\$236.87	\$182.9	\$110.24	\$20.75	\$3.50	\$19.99					
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	\$148.48	\$236.87	\$182.9	\$110.24	\$20.75	\$3.50	\$19.99					
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	\$180.12	\$236.87	\$182.9	\$110.24	\$20.75	\$3.50	\$19.99					
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCL4MC	\$62.1	\$62.1										
LOOP MODIFICATION																	
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ	ULM2L	\$65.32	\$65.32										
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL	ULM2G	\$342.29	\$342.29										
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18k ft			UHL, UCL	ULM4L	\$65.32	\$65.32										
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G	\$342.29	\$342.29										
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF	ULM5T	\$65.37	\$65.37										
SUB-LOOPS																	
Sub-Loop Distribution																	
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	1		UEANL	USB8A	\$507.75	\$507.75			\$3.50	\$44.22	\$44.22	\$13.95				
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	1		UEANL	USB9B	\$45.37	\$45.37			\$3.50		\$44.22	\$13.95				
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1		UEANL	USB9C	\$390.60	\$390.60			\$3.50		\$44.22	\$13.95				
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1		UEANL	USB9D	\$111.15	\$111.15			\$3.50		\$44.22	\$13.95				
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	1	1	UEANL	USB2	\$11.09	\$131.89	\$92.05	\$90.99	\$13.42	\$3.50	\$44.22	\$13.95				
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	1	2	UEANL	USB2	\$15.72	\$131.89	\$92.05	\$90.99	\$13.42	\$3.50	\$44.22	\$13.95				
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	1	3	UEANL	USB2	\$18.49	\$131.89	\$92.05	\$90.99	\$13.42	\$3.50	\$44.22	\$13.95				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.43	\$45.43										
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1		UEANL	USB4	\$17.64	\$158.41	\$98.58	\$99.94	\$16.17	\$3.50	\$44.22	\$13.95				
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	2		UEANL	USB4	\$24.25	\$158.41	\$98.58	\$99.94	\$16.17	\$3.50	\$44.22	\$13.95				
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	3		UEANL	USB4	\$23.63	\$158.41	\$98.58	\$99.94	\$16.17	\$3.50	\$44.22	\$13.95				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.43	\$45.43										
	Sub-Loop 2-Wire Intra-Building Network Cable (INC)	1		UEANL	USB2	\$3.01	\$108.29	\$36.42	\$90.99	\$13.42	\$3.50	\$44.22	\$13.95				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.43	\$45.43										
	Sub-Loop 4-Wire Intra-Building Network Cable (INC)	1		UEANL	USB4	\$6.70	\$118.75	\$48.93	\$99.94	\$16.17	\$3.50	\$44.22	\$13.95				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$45.43	\$45.43										
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	1	UEF	UCS2X	\$8.59	\$131.89	\$92.05	\$90.99	\$13.42	\$3.50	\$44.22	\$13.95				
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	2	UEF	UCS2X	\$12.29	\$131.89	\$92.05	\$90.99	\$13.42	\$3.50	\$44.22	\$13.95				
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1	3	UEF	UCS2X	\$13.10	\$131.89	\$92.05	\$90.99	\$13.42	\$3.50	\$44.22	\$13.95				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC	\$45.43	\$45.43										
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	1	UEF	UCS4X	\$9.81	\$158.41	\$98.58	\$99.94	\$16.17	\$3.50	\$44.22	\$13.95				
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	2	UEF	UCS4X	\$17.71	\$158.41	\$98.58	\$99.94	\$16.17	\$3.50	\$44.22	\$13.95				
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1	3	UEF	UCS4X	\$15.90	\$158.41	\$98.58	\$99.94	\$16.17	\$3.50	\$44.22	\$13.95				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC	\$45.43	\$45.43										

BELLSOUTH / Var'ec RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	SCL	USOC	RATES				OBS RATES										
							Rate	Price	AMT	Element Price	SCL	SCL	SCL	SCL	SCL	SCL	SCL				
																		See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Month One Order vs. Month-to-Mo	Incremental Charge - Month One Order vs. Month-to-Mo Adj
		Sub-Loop Feeder																			
		USL Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA	USBPW		\$307.75													
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA	USBFX		\$45.57	\$45.57												
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			UEA	USBFZ		\$523.87	\$11.34												
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 1	1		UEA	USBFA	\$11.18	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2	2		UEA	USBFA	\$14.67	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3	3		UEA	USBFA	\$18.43	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Order Coordination for Specified Conversation Time, per LSR			UEA	OCOSL		\$45.43													
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1	1		UEA	USBFB	\$11.18	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2	2		UEA	USBFB	\$14.67	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3	3		UEA	USBFB	\$18.43	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Order Coordination for Specified Time Conversation, per LSR			UEA	OCOSL		\$45.43													
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1	1		UEA	USBFC	\$11.18	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2	2		UEA	USBFC	\$14.67	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3	3		UEA	USBFC	\$18.43	\$186.58	\$113.37	\$109.36	\$27.48	\$3.5	\$19.99								
		Order Coordination For Specified Conversation Time, per LSR			UEA	OCOSL		\$45.43													
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1	1		UEA	USBFD	\$27.04	\$215.82	\$140.72	\$124.52	\$35.03	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2	2		UEA	USBFD	\$34.46	\$215.82	\$140.72	\$124.52	\$35.03	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 3	3		UEA	USBFD	\$32.55	\$215.82	\$140.72	\$124.52	\$35.03	\$3.5	\$19.99								
		Order Coordination For Specified Conversation Time, Per LSR			UEA	OCOSL		\$45.43													
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1	1		UEA	USBFE	\$27.04	\$215.82	\$140.72	\$124.52	\$35.03	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2	2		UEA	USBFE	\$34.46	\$215.82	\$140.72	\$124.52	\$35.03	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3	3		UEA	USBFE	\$32.55	\$215.82	\$140.72	\$124.52	\$35.03	\$3.5	\$19.99								
		Order Coordination For Specified Conversation Time, Per LSR			UEA	OCOSL		\$45.43													
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1	1		UDM	USBFF	\$21.31	\$212.94	\$137.84	\$111.61	\$26.73	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2	2		UDM	USBFF	\$26.15	\$212.94	\$137.84	\$111.61	\$26.73	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3	3		UDM	USBFF	\$29.39	\$212.94	\$137.84	\$111.61	\$26.73	\$3.5	\$19.99								
		Order Coordination For Specified Conversation Time, Per LSR			UDM	OCOSL		\$45.43													
		Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)	1		UDC	USBFG	\$21.31	\$212.94	\$137.84	\$111.61	\$26.73	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)	2		UDC	USBFG	\$26.15	\$212.94	\$137.84	\$111.61	\$26.73	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)	3		UDC	USBFG	\$29.39	\$212.94	\$137.84	\$111.61	\$26.73	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1	1		USL	USBFG	\$79.79	\$204.38	\$129.38	\$124.52	\$35.03	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder, 4-Wire DS1 - Zone 2	2		USL	USBFG	\$155.94	\$204.38	\$129.38	\$124.52	\$35.03	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3	3		USL	USBFG	\$290.5	\$204.38	\$129.38	\$124.52	\$35.03	\$3.5	\$19.99								
		Order Coordination For Specified Conversation Time, Per LSR			USL	OCOSL		\$45.43													
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1	1		UCL	USBFH	\$7.47	\$167.94	\$82.94	\$106.27	\$21.36	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2	2		UCL	USBFH	\$6.0	\$167.94	\$82.94	\$106.27	\$21.36	\$3.5	\$19.99								
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3	3		UCL	USBFH	\$5.74	\$167.94	\$82.94	\$106.27	\$21.36	\$3.5	\$19.99								
		Order Coordination For Specified Conversation Time, per LSR			UCL	OCOSL		\$45.43													
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1	1		UCL	USBFJ	\$18.51	\$202.43	\$127.33	\$116.06	\$26.57	\$3.5	\$19.99								
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2	2		UCL	USBFJ	\$10.36	\$202.43	\$127.33	\$116.06	\$26.57	\$3.5	\$19.99								
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3	3		UCL	USBFJ	\$10.52	\$202.43	\$127.33	\$116.06	\$26.57	\$3.5	\$19.99								

BELLSOUTH / Varfec RATES
 Unbundled Network Elements
 SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interf	Zone	ECI	UNEC	RATES				OSS RATES								
							Rate	Post	Advt	Thruamt	See Order Submittal Rate per LSR	See Order Submittal Monthly per LSR	Incremental Charge - Based See Order vs. Electronics-1st	Incremental Charge - Based See Order vs. Electronics-Add1	Incremental Charge - Based See Order vs. Electronics-2nd 1st	Incremental Charge - Based See Order vs. Electronics-2nd Add1			
																	Rate	Post	Advt
	Order Coordination For Specified Conversion Time, per LSR				UCL	OCOSL		\$40.43											
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1		UDL	USBPN	\$26.27	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2		UDL	USBPN	\$26.62	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3		UDL	USBPN	\$25.21	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1		UDL	USBFO	\$26.27	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2		UDL	USBFO	\$26.62	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3		UDL	USBFO	\$25.21	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Order Coordination For Specified Time Conversion, per LSR				UDL	OCOSL		\$45.43											
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1		UDL	USBFP	\$26.27	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2		UDL	USBFP	\$26.62	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3		UDL	USBFP	\$25.21	\$204.36	\$129.29	\$124.92	\$35.03	\$3.5	\$19.99						
	Order Coordination For Specified Conversion Time, per LSR				UDL	OCOSL		\$45.43											
	Unbundled Sub-Loop Modification																		
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Co/Equip Removal per 2-W PR				UEF	ULM2X	\$356.60		\$12.29			\$3.80		\$44.22	\$13.95				
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Co/Equip Removal per 4-W PR				UEF	ULM4X	\$356.50		\$12.29			\$3.80		\$44.22	\$13.95				
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unbanded				UEF	ULMT	\$561.60		\$14.39			\$3.80	\$44.22	\$13.95					
	Unbundled Network Terminating Wire (UNTW)																		
	Unbundled Network Terminating Wire (UNTW) per Pair				UENTW	UENPP	\$0.41	\$82.71	\$82.71			\$3.90		\$44.22	\$13.95				
	Network Interface Device (NID)																		
	Network Interface Device (NID) - 1-2 lines				UENTW	UND12		\$87.38	\$87.38										
	Network Interface Device (NID) - 1-6 lines				UENTW	UND16		\$199.94	\$89.09										
	Network Interface Device Cross Connect - 2 W				UENTW	UNDC2		\$11.63	\$11.63			\$3.90		\$44.22	\$13.95				
	Network Interface Device Cross Connect - 4W				UENTW	UNDC4		\$11.63	\$11.63			\$3.90		\$44.22	\$13.95				
	UNBUNDLED LOOP CONCENTRATION																		
	Unbundled Loop Concentration - System A (TR008)				ULC	UCTRA	\$399.41	\$592.28	\$592.28										
	Unbundled Loop Concentration - System B (TR008)				ULC	UCTRB	\$58.36	\$271.78	\$271.78										
	Unbundled Loop Concentration - System A (TR303)				ULC	UCT3A	\$439.73	\$592.28	\$592.28										
	Unbundled Loop Concentration - System B (TR303)				ULC	UCT3B	\$98.94	\$271.78	\$271.78										
	Unbundled Loop Concentration - DS1 Loop Interface Card				ULC	UCT00	\$5.92	\$126.85	\$92.35	\$35.55	\$9.42								
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)				UDN	ULCC1	\$8.77	\$21.11	\$21.00	\$10.81	\$10.74								
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)				UDC	ULCCU	\$8.77	\$21.11	\$21.00	\$10.81	\$10.74								
	Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)				UEA	ULCC2	\$2.19	\$21.11	\$21.00	\$10.81	\$10.74								
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)				UEA	ULCCR	\$13.93	\$21.11	\$21.00	\$10.81	\$10.74								
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface				UEA	ULCC4	\$7.77	\$21.11	\$21.00	\$10.81	\$10.74								
	Unbundled Loop Concentration - TEST CIRCUIT Card				ULC	UCTTC	\$27.99	\$21.11	\$21.00	\$10.81	\$10.74								
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface				UDL	ULCC7	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74								
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface				UDL	ULCC5	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74								
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface				UDL	ULCC8	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74								
	UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																		

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	BOS	USOC	RATES				OBS RATES															
							Res	Dist	Addl	First	Addl	S000C	S000H	S000Y	S000W	S000I	S000N									
																		Res	Dist	Addl	First	Addl	S000C	S000H	S000Y	S000W
LINE OTHER, PROVISIONING ONLY - NO RATE																										
		NID - Dispatch and Service Order for NID installation				UENTW	UNDBX																			
		UNTW Circuit Id Establishment, Provisioning Only - No Rate				UENTW	UNDBX																			
		Unbundled Contract Name, Provisioning Only - No Rate				UEANL,UEF,UEQ,UE	UNECH																			
		Unbundled Contract Name, Provisioning Only - no rate				UAL,UCL,UDC,UDLU	UNECH	\$0.0	\$0.0																	
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate				UEA,UON,UCL,UDC	USBPQ	\$0.0	\$0.0																	
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate				UEA,USL,UCL,UOL	USBFR	\$0.0	\$0.0																	
		Unbundled DS1 Loop - Superframe Format Option - no rate				USL	CCOSF	\$0.0	\$0.0																	
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate				USL	CCOEF	\$0.0	\$0.0																	
HIGH CAPACITY UNBUNDLED LOCAL LOOP																										
		NOTE: 4 month minimum billing period																								
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month				UES	1L5ND	\$15.33																		
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month				UES	UESPX	\$382.85	\$905.04	\$529.05	\$239.5	\$167.53	\$3.5	\$91.39	\$91.39	\$3.94	\$3.94									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month				UDLSX	1L5ND	\$15.33																		
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month				UDLSX	UDLS1	\$391.86	\$905.04	\$529.05	\$239.5	\$167.53	\$3.5	\$91.39	\$91.39	\$3.94	\$3.94									
LOOP MAKE-UP																										
		Loop Make-up - Preordering Without Reservation, per working or spare facility queried (Manual) **				UMK	UMKRW	\$48.07	\$48.07																	
		Loop Make-up - Preordering With Reservation, per spare facility queried (Manual) **				UMK	UMKLP	\$50.97	\$50.97																	
		Loop Make-up - With or Without Reservation, per working or spare facility queried (Mechanized) **						\$0.6873	\$0.6873																	
LINE SHARING																										
		Line Sharing Splitter, per System 96 Line Capacity				ULS	ULSDA	\$216.22	\$378.42	\$0.0	\$368.78	\$0.0	\$0.0	\$0.0												
		Line Sharing Splitter, per System 24 Line Capacity				ULS	ULSDB	\$54.05	\$378.42	\$0.0	\$368.78	\$0.0	\$0.0	\$0.0												
		Line Sharing - per Line Activation				ULS	ULSDC	\$61	\$37.09	\$21.24	\$20.07	\$9.85	\$3.50	\$44.32	\$13.95											
		Line Sharing - per Subsequent Activity per Line Rearrangement				ULS	ULSDG		\$32.84	\$16.41		\$3.50		\$44.32	\$13.95											
		Line Sharing-CLEC/DLEC Owned Splitter in CO-per occurrence of each group of 24 lines (48 pr)				ULS	ULSDG	\$57.53			\$11.41															
UNBUNDLED TRANSPORT																										
		COMMON TRANSPORT (Shared)																								
		Common Transport - Per Mile, Per MOU						\$0.0000121																		
		Common Transport - Facility Termination Per MOU						\$0.0004672																		
		NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period; below DS3 = one month, DS3 and above four months																								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																										
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				V1TVX	1L5DX	\$0.0167																		
		Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Facility Termination per month				V1TVX	V1TY2	\$24.30	\$81.25	\$54.94	\$38.54	\$13.82	\$3.5	\$31.39	\$31.39	\$9.5	\$9.5									
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month				V1TVX	1L5DX	\$0.0167																		
		Interoffice Channel - Dedicated Transport - 2- Wire VG Rev Bat. - Facility Termination per month				V1TVX	V1TR2	\$24.30	\$81.25	\$54.94	\$38.54	\$13.82	\$3.5	\$31.39	\$31.39	\$9.5	\$9.5									

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim	New	ECI	UROC	RATES					OBS RATES						
							Res	Prod	AA1	Prod	AA1	Res Order Submitted Rate per LER	Res Order Submitted Rate per LER	Incremental Charge - Shared Res Order vs. Elements-1st	Incremental Charge - Shared Res Order vs. Elements-Add'l	Incremental Charge - Shared Res Order vs. Elements-Dis 1st	Incremental Charge - Shared Res Order vs. Elements-Dis AA1	
																		Obs
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 4-Wire Voice Grade - Per Mile per month																
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination per month			U1TVX	1L5XX	\$0.0167											
					U1TVX	U1TV4	\$21.25	\$81.25	\$54.94	\$33.54	\$13.82	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	\$0.0167											
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	\$16.78	\$81.25	\$54.94	\$33.54	\$13.82	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	\$0.0282											
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	\$16.78	\$81.25	\$54.94	\$33.54	\$13.82	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	\$0.3415											
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	\$77.14	\$178.95	\$163.88	\$32.77	\$28.85	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	\$8.02											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	\$280.65	\$558.74	\$328.28	\$120.85	\$117.17	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	\$8.02											
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TF8	\$280.55	\$558.74	\$328.28	\$120.85	\$117.17	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		LOCAL CHANNEL - DEDICATED TRANSPORT																
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above-four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCYX	ULDV2	\$15.33	\$387.05	\$96.48	\$73.44	\$6.41	\$12.8	\$31.36	\$31.36	\$3.94	\$3.94		
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCYX	ULDR2	\$15.33	\$387.05	\$96.48	\$73.44	\$6.41	\$12.8	\$31.36	\$31.36	\$3.94	\$3.94		
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCYX	ULDV4	\$16.54	\$387.93	\$97.36	\$74.38	\$7.35	\$12.8	\$31.36	\$31.36	\$3.94	\$3.94		
		Local Channel - Dedicated - DS1 per month - Zone 1	1		ULDD1	ULDF1	\$42.82	\$355.73	\$305.11	\$44.48	\$50.59	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		Local Channel - Dedicated - DS1 per month - Zone 2	2		ULDD1	ULDF1	\$70.32	\$355.73	\$305.11	\$44.48	\$44.48	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		Local Channel - Dedicated - DS1 per month - Zone 3	3		ULDD1	ULDF1	\$180.88	\$355.73	\$305.11	\$44.48	\$50.59	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1LRNC	\$11.93											
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	\$446.	\$805.04	\$529.05	\$238.5	\$167.53	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1LRNC	\$11.93											
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	\$435.1	\$805.04	\$446.	\$529.05	\$238.5	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		MULTIPLERES																
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	\$134.46	\$182.48	\$125.42	\$21.12	\$19.82	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (24-644kb)			UDL	1D1DD	\$1.49	\$13.18	\$8.45									
		2-wire ISON COCI (BRITTE) - DS1 to DS0 Channel System - per month			UDN	UC1GA	\$3.2	\$13.18	\$8.45									
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1YG	\$3.7012	\$13.18	\$8.45									
		DS3 to DS1 Channel System per month			UXTD3	MQ3	\$180.03	\$357.07	\$188.38	\$65.88	\$63.78	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94		
		STS1 to DS1 Channel System per month			UXTS1	MQ3	\$180.03											
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	\$10.8	\$13.18	\$8.45									
		DARK FIBER																

CATEGORY	RATES	UNBUNDLED NETWORK ELEMENT	Market	Zone	SIC	SIOC	RATES				O&B RATES								
							Res	Flat	Addl	Fluct	See Order Submitted (Res per LSR)	See Order Submitted Monthly per LSR	Incremental Charge - Mixed See Order vs. Standard-1st	Incremental Charge - Mixed See Order vs. Standard-Addl	Incremental Charge - Mixed See Order vs. Standard-Dis 1st	Incremental Charge - Mixed See Order vs. Standard-Dis Addl			
																	Rate	Rate	Rate
		Regional Service Establishment			SFC	SRCEC													
		End Office Establishment			SFC	SRCEO			\$320.53	\$320.53									
		Line/Port NRC, per end user			SFC	SRCLP			\$2.06	\$2.06									
		Query NRC, per query			SFC				\$0.000446										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																			
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE			\$226.16			\$3.50	\$19.99						
		AIN SMS Access Service - Port Connection - Dist/Shared Access				CAMDP			\$67.29			\$3.50							
		AIN SMS Access Service - Port Connection - ISDN Access				CAMIP			\$67.29			\$3.50							
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU			\$202.06			\$3.50							
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMPC			\$172.26			\$3.50							
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)							\$0.0026										
		AIN SMS Access Service - Session, Per Minute							\$0.0942906										
		AIN SMS Access Service - Company Performed Session, Per Minute							\$2.07										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																			
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC			\$291.41			\$3.50	\$19.99						
		AIN Toolkit Service - Training Session, Per Customer				BAPVX			\$8,333			\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT			\$73.02			\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD			\$73.02			\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM			\$73.02			\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POIP				BAPTO			\$150.25			\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, COP				BAPTC			\$150.25			\$3.50							
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF			\$150.25			\$3.50							
		AIN Toolkit Service - Query Charge, Per Query							\$0.0250662										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query							\$0.0082978										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes							\$1.73										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS			\$15.80	\$72.15		\$3.50							
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS			\$0.0872768	\$47.35		\$3.50							
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS			\$15.84	\$72.15		\$3.50							
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES			\$0.0890952	\$47.35		\$3.50							
ODUF/EDOU/ADUF/CMDS																			
ACCESS DAILY USAGE FILE (ADUF)																			
		ADUF: Message Processing, per message							\$0.004										
		ADUF: Data Transmission (CONNECT-DIRECT), per message							\$0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message							\$0.004										
OPTIONAL DAILY USAGE FILE (ODUF)																			

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter/In	Zone	ECS	UNCC	RATES				OBS RATES								
							Per	Per	Per	Per	See Order Submitted Else per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Manual See Order vs. Electronic-Flat	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-Other	Incremental Charge - Manual See Order vs. Electronic-Other Add'l			
							Rate	Post	Add'l	Post	Add'l	ESMC	ESMM	ESMW	ESMAY	ESMOP	ESMOR		
		ODUF: Recording, per message					\$0.0002662												
		ODUF: Message Processing, per message					\$0.0002344												
		ODUF: Message Processing, per Magnetic Tape provisioned					\$54.72												
		ODUF: Data Transmission (CONNECT/DIRECT), per message					\$0.0000367												
ENHANCED EXTENDED LINK (EELs)																			
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																			
NOTE: Charlotte-Gastonia-Fockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																			
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																			
NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order. (No Switch As Is Charge.)																			
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 2-Wire VG Loop(SL2)DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$20.85												
		First 2-Wire VG Grade Loop(SL2)DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$26.91												
		First 2-Wire VG Grade Loop(SL2)DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$36.57												
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	\$0.3415												
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$77.14												
		DS1 Channelization System Per Month			UNC1X	MQ1	\$134.46												
		Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	\$0.7012												
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$20.85												
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$26.91												
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$36.57												
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.7012												
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$11.21	\$11.21	\$13.99	\$13.99	\$9.8	\$91.36	\$91.36	\$3.94	\$3.94			
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 4-Wire Analog Voice Grade LoopDS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$40.74												
		First 4-Wire Analog Voice Grade LoopDS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$64.96												
		First 4-Wire Analog Voice Grade LoopDS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$64.23												
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.3415												
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	\$77.14												
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$134.46												

BELLSOUTH / VwToc RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	Interoffice	Zone	UCI	UNCC	RATES				OBS RATES					
						Res	Fret	Add7	Discomp	SOWEC	SOWEC	SOWEC	SOWEC	SOWEC	SOWEC
	Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCC		\$11.21	\$11.21	\$13.99	\$13.99	\$3.5	\$31.39	\$31.39	\$3.94	\$3.94
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop In Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLJX		\$113.99								
	4-Wire DS1 Digital Loop In Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLJX		\$194.29								
	4-Wire DS1 Digital Loop In Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLJX		\$327.36								
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1LSOX		\$0.2415								
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1		\$77.14								
	Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCC		\$11.21	\$11.21	\$13.99	\$13.99	\$3.5	\$31.39	\$31.39	\$3.94	\$3.94
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1 Loop In DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX		\$113.99								
	First DS1 Loop In DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX		\$194.29								
	First DS1 Loop In DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX		\$327.36								
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1LSOX		\$8.02								
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF9		\$890.85								
	DS3 to DS1 Channel System combination per month			UNC3X	MG3		\$190.08								
	DS3 Interface Unit (DS1 CQC) combination per month			UNC1X	UC1D1		\$10.8								
	Additional DS1 Loop In DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX		\$113.99								
	Additional DS1 Loop In DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX		\$194.29								
	Additional DS1 Loop In DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX		\$327.36								
	DS3 Interface Unit (DS1 CQC) combination per month			UNC1X	UC1D1		\$10.8								
	Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCC		\$11.21	\$11.21	\$13.99	\$13.99	\$3.5	\$31.39	\$31.39	\$3.94	\$3.94
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2		\$20.85								
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2		\$28.91								
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2		\$35.57								
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1LSOX		\$0.0187								
	Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2		\$24.3								
	Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCC		\$11.21	\$11.21	\$13.99	\$13.99	\$3.5	\$31.39	\$31.39	\$3.94	\$3.94
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4		\$40.74								
	4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4		\$54.85								
	4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4		\$54.23								
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1LSOX		\$0.0187								

BELLSOUTH / Va/Tec RATES
 Unbundled Network Elements
 SOUTH CAROLINA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Units	Zone	DS	USOC	RATES					OBS RATES								
							Res	Pvt	Ad1	Pvt	Ad1	SVC	Mntnc	EQUIP	EQUIP	EQUIP	EQUIP			
																		Nonrecurring	Nonrecurring	One Order Submitted One per LSP
Res	Pvt	Ad1	Pvt	Ad1	SVC	Mntnc	EQUIP	EQUIP	EQUIP	EQUIP										
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	\$21.29													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCG		\$11.21	\$11.21	\$13.99	\$13.99	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94				
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																				
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNCSX	1L5ND	\$15.33													
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNCSX	UE3PK	\$362.95													
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNCSX	1L5XX	\$8.02													
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNCSX	U1TF3	\$680.65													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCG		\$11.21	\$11.21	\$13.99	\$13.99	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94				
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																				
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	\$15.33													
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	\$391.88													
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	\$8.02													
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TF8	\$680.65													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCG		\$11.21	\$11.21	\$13.99	\$13.99	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94				
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																				
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1	1		UNCIX	U1L2X	\$31.51													
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2	2		UNCIX	U1L2X	\$40.95													
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3	3		UNCIX	U1L2X	\$47.12													
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNCIX	1L5XX	\$0.3415													
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNCIX	U1TF1	\$77.14													
		Channelization - Channel System DS1 to DS0 combination - per month			UNCIX	MQ1	\$134.46													
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCIX	UC1CA	\$3.2													
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1	1		UNCIX	U1L2X	\$31.51													
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2	2		UNCIX	U1L2X	\$40.95													
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3	3		UNCIX	U1L2X	\$47.12													
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCIX	UC1CA	\$3.2													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCIX	UNCCG		\$11.21	\$11.21	\$13.99	\$13.99	\$3.5	\$31.36	\$31.36	\$3.94	\$3.94				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1	1		UNCIX	USLXX	\$113.59													
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2	2		UNCIX	USLXX	\$194.29													
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3	3		UNCIX	USLXX	\$327.35													
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	\$8.02													

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Rate	BS	UNCC	RATES					QSS RATES					
							Fee	Frt	AdF	Frt	AdF	See Order Submitted Else per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Manual See Order vs. Electronic-Tel	Incremental Charge - Manual See Order vs. Electronic-AdF	Incremental Charge - Manual See Order vs. Electronic-Dia-Tel	Incremental Charge - Manual See Order vs. Electronic-See AdF
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		\$11.21	\$11.21	\$13.90	\$13.90	\$3.5		\$31.36	\$31.36	\$3.94	\$3.94
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		\$11.21	\$11.21	\$13.90	\$13.90	\$3.5		\$31.36	\$31.36	\$3.94	\$3.94
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDV2		\$15.33									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDV4		\$16.54									
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1		\$42.62									
		Local Channel - Dedicated - DS1 Per Month Zone 2		2	UNC1X	ULDF1		\$70.32									
		Local Channel - Dedicated - DS1 - Per Month Zone 3		3	UNC1X	ULDF1		\$190.68									
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1LSNC		\$11.93									
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3		\$446.									
		Local Channel - Dedicated - STS-1 - Per Mile per month			UNC3X	1LSNC		\$11.93									
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNC3X	ULDF3		\$435.1									

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	RCS	UICC	RATES				OBS RATES					
							Measuring		Disconnect		See Order Submitted Rate per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Shared See Order vs. Month-to-Mo	Incremental Charge - Shared See Order vs. Month-to-Mo Advt	Incremental Charge - Shared See Order vs. Month-to-Mo Int	Incremental Charge - Shared See Order vs. Month-to-Mo Advt
							Pre	Advt	Post	Advt						
Geographically Deleveraged UNE Zones and applicable rates have been established for certain services, as shown in the Agreement. Where Geographically Deleveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deleveraged UNE Rate Structures. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in the Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_dca/ docs/interconnection/uevuzna.pdf to view Geographically Deleveraged UNE Zone Designations by Central Office																
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1		UEANL	UEAL2	\$15.92	\$76.95	\$50.99	\$10.66	\$1.41		\$20.35	\$10.54	\$13.32	\$13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2		UEANL	UEAL2	\$20.79	\$76.93	\$50.99	\$10.65	\$1.41		\$20.35	\$10.54	\$13.32	\$13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3		UEANL	UEAL2	\$27.18	\$76.93	\$50.99	\$10.65	\$1.41		\$20.35	\$10.54	\$13.32	\$13.32
		Engineering Information Document (EID)			UEANL		\$26.80	\$26.20								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		\$36.46	\$36.46							
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		\$34.29	\$34.29							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1		UEA	UEAL2	\$16.56	\$75.05	\$48.20	\$26.70	\$17.64		\$20.35	\$10.54	\$13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2		UEA	UEAL2	\$21.63	\$75.05	\$48.20	\$26.70	\$17.64		\$20.35	\$10.54	\$13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3		UEA	UEAL2	\$28.28	\$75.05	\$48.20	\$26.70	\$17.64		\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$34.29								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1		UEA	UEAR2	\$16.56	\$75.05	\$48.20	\$26.70	\$17.64		\$20.35	\$10.54	\$13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2		UEA	UEAR2	\$21.63	\$75.05	\$48.20	\$26.70	\$17.64		\$20.35	\$10.54	\$13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3		UEA	UEAR2	\$28.28	\$75.05	\$48.20	\$26.70	\$17.64		\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$34.29								
4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1	1		UEA	UEAL4	\$24.70	\$122.76	\$85.57	\$76.35	\$26.16		\$20.35	\$10.54	\$13.32	
		4-Wire Analog Voice Grade Loop - Zone 2	2		UEA	UEAL4	\$32.25	\$122.76	\$85.57	\$76.35	\$26.16		\$20.35	\$10.54	\$13.32	
		4-Wire Analog Voice Grade Loop - Zone 3	3		UEA	UEAL4	\$42.17	\$122.76	\$85.57	\$76.35	\$26.16		\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		\$34.29								
2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1	1		UON	U1L2X	\$22.00	\$142.70	\$88.68	\$76.35	\$26.15		\$20.35	\$10.54	\$13.32	
		2-Wire ISDN Digital Grade Loop - Zone 2	2		UON	U1L2X	\$29.05	\$142.70	\$88.68	\$76.35	\$26.15		\$20.35	\$10.54	\$13.32	
		2-Wire ISDN Digital Grade Loop - Zone 3	3		UON	U1L2X	\$37.95	\$142.70	\$88.68	\$76.35	\$26.15		\$20.35	\$10.54	\$13.32	
		Order Coordination For Specified Conversion Time (per LSR)			UON	OCOSL		\$34.29								
2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	1		UDC	UDC2X	\$21.15	\$228.92	\$152.42	\$110.01	\$21.63		\$20.35	\$10.54	\$13.32	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	2		UDC	UDC2X	\$27.62	\$228.92	\$152.42	\$110.01	\$21.63		\$20.35	\$10.54	\$13.32	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	3		UDC	UDC2X	\$36.12	\$228.92	\$152.42	\$110.01	\$21.63		\$20.35	\$10.54	\$13.32	
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	1		UAL	UAL2X	\$13.62	\$270.01	\$234.63	\$74.54	\$36.14		\$20.35	\$10.54	\$13.32	
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	2		UAL	UAL2X	\$18.05	\$270.01	\$234.63	\$74.54	\$36.14		\$20.35	\$10.54	\$13.32	
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	3		UAL	UAL2X	\$23.60	\$270.01	\$234.63	\$74.54	\$36.14		\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		\$34.29								

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Zone 1	Zone 2	Zone 3	UCB	USOC	RATES					OBS RATES					
								Res	Res	ADD	Res	ADD	Res	Res	Res	Res	Res	Res
								Res	Res	ADD	Res	ADD	Res	Res	Res	Res	Res	Res
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	1	1		UAL	UAL2W	\$13.02	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	1	2		UAL	UAL2W	\$18.05	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	1	3		UAL	UAL2W	\$23.0	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time (per LSR)				UAL	OCOSL		\$34.29									
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	1	1		UHL	UHL2X	\$10.85	\$270.01	\$234.63	\$74.54	\$39.14			\$20.35	\$10.54	\$13.32	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	1	2		UHL	UHL2X	\$14.15	\$270.01	\$234.63	\$74.54	\$39.14			\$20.35	\$10.54	\$13.32	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	1	3		UHL	UHL2X	\$18.50	\$270.01	\$234.63	\$74.54	\$39.14			\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time				UHL	OCOSL		\$34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	1		UHL	UHL2W	\$10.85	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	1	2		UHL	UHL2W	\$14.15	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	1	3		UHL	UHL2W	\$18.50	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time				UHL	OCOSL		\$34.29									
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	1		UHL	UHL4X	\$13.95	\$279.60	\$244.22	\$74.54	\$39.14			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	1	2		UHL	UHL4X	\$18.20	\$279.60	\$244.22	\$74.54	\$39.14			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	1	3		UHL	UHL4X	\$23.00	\$279.60	\$244.22	\$74.54	\$39.14			\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time				UHL	OCOSL		\$34.29									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	1		UHL	UHL4W	\$13.95	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	1	2		UHL	UHL4W	\$18.2	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	1	3		UHL	UHL4W	\$23.00	\$31.99	\$20.02	\$10.05	\$1.41			\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time				UHL	OCOSL		\$34.29									
4-WIRE DS1 DIGITAL LOOP																		
		4-Wire DS1 Digital Loop - Zone 1	1	1		USL	USL1X	\$57.73	\$313.08	\$219.72	\$95.89	\$40.45			\$18.99	\$8.43	\$11.95	
		4-Wire DS1 Digital Loop - Zone 2	1	2		USL	USL1X	\$75.40	\$313.08	\$219.72	\$95.89	\$40.45			\$18.99	\$8.43	\$11.95	
		4-Wire DS1 Digital Loop - Zone 3	1	3		USL	USL1X	\$98.58	\$313.08	\$219.72	\$95.89	\$40.45			\$18.99	\$8.43	\$11.95	
		Order Coordination for Specified Conversion Time				USL	OCOSL		\$34.29									
4-WIRE 18.3 OR 84 Kbps DIGITAL GRADE LOOP																		
		4 Wire Unbundled Digital 19.2 Kbps	1	1		UDL	UDL19	\$31.1	\$207.01	\$141.38	\$90.7	\$44.18			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled Digital 19.2 Kbps	1	2		UDL	UDL19	\$40.81	\$207.01	\$141.38	\$90.7	\$44.18			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled Digital 19.2 Kbps	1	3		UDL	UDL19	\$53.11	\$207.01	\$141.38	\$90.7	\$44.18			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1	1	1		UDL	UDL56	\$31.10	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2	1	2		UDL	UDL56	\$40.81	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3	1	3		UDL	UDL56	\$53.11	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time				UDL	OCOSL		\$34.29									
		4 Wire Unbundled Digital Loop 84 Kbps - Zone 1	1	1		UDL	UDL84	\$31.10	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled Digital Loop 84 Kbps - Zone 2	1	2		UDL	UDL84	\$40.81	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
		4 Wire Unbundled Digital Loop 84 Kbps - Zone 3	1	3		UDL	UDL84	\$53.11	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time				UDL	OCOSL		\$34.29									

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Start	EOL	USOC	RATES				OBS NOTES					
							Per	Ft	Adt	Discont	Per	Adt	Per	Adt	Per	Adt
2-WIRE Unbundled COPPER LOOP																
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Statewide	I	sw	UCL	UCLPB	\$12.16	\$131.99	\$120.02	\$10.65	\$1.41			\$20.35	\$10.54	\$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.52	\$36.52							
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCLPW	\$12.16	\$31.99	\$20.02	\$10.65	\$1.41			\$20.35	\$10.54	\$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.52	\$36.52							
		2-Wire Unbundled Copper Loop/Long - Includes manual svc inquiry and facility reservation - Statewide	I	sw	UCL	UCL2L	\$12.16	\$131.99	\$120.02	\$10.65	\$1.41			\$20.35	\$10.54	\$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.52	\$36.52							
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCL2W	\$12.16	\$31.99	\$20.02	\$10.65	\$1.41			\$20.35	\$10.54	\$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.52	\$36.52							
		2-Wire Unbundled Copper Loop - Non-Designated Zone 1	I	1	VEQ	VEQ2X	\$13.19	\$31.99	\$20.02	\$10.65	\$1.41		\$19.99			
		2 Wire Unbundled Copper Loop - Non-Designated - Zone 2	I	2	VEQ	VEQ2X	\$17.23	\$31.99	\$20.02	\$10.65	\$1.41		\$19.99			
		2 Wire Unbundled Copper Loop - Non-Designated - Zone 3	I	3	VEQ	VEQ2X	\$22.53	\$31.99	\$20.02	\$10.65	\$1.41		\$19.99			
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designated (per loop)			UEQ	UEBMC		\$36.48	\$36.48							
		Engineering Information Document			VEQ			\$29.90	\$29.90							
		Loop Testing - Basic 1st Half Hour			VEQ	URET1		\$78.92	\$78.92							
		Loop Testing - Basic Additional Half Hour			VEQ	URETA		\$23.33	\$23.33							
4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Statewide	I	sw	UCL	UCL4S	\$12.16	\$131.99	\$120.02	\$10.65	\$1.41			\$20.35	\$10.54	\$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.52	\$36.52							
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Statewide	I	sw	UCL	UCL4W	\$12.16	\$31.99	\$20.02	\$10.65	\$1.41			\$20.35	\$10.54	\$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.52	\$36.52							
		4-Wire Unbundled Copper Loop/Long - Includes manual svc inquiry and facility reservation - Statewide	I	sw	UCL	UCL4L	\$12.16	\$131.99	\$120.02	\$10.65	\$1.41			\$20.35	\$10.54	\$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.52	\$36.52							
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCL4D	\$12.16	\$31.99	\$20.02	\$10.65	\$1.41			\$20.35	\$10.54	\$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		\$36.52	\$36.52							
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 19K ft	I		UAL, UHL, UCL, VEQ	ULM2L		\$65.40	\$65.40							
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 19K ft	I		UCL	ULM2G		\$710.71	\$23.77							
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 19K ft	I		UHL, UCL	ULM4L		\$65.40	\$65.40							
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 19K ft	I		UCL	ULM4G		\$710.71	\$23.77							
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, VEQ, UEF	ULMBT		\$65.44	\$65.44							
SUB-LOOPS																
Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		\$517.25	\$517.25					\$20.35	\$10.54	\$13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		\$42.98	\$42.98					\$20.35	\$10.54	\$13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		\$313.01	\$313.01					\$20.35	\$10.54	\$13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		\$108.06	\$108.06					\$20.35	\$10.54	\$13.32

BELLSOUTH / VarTec RATES
Unbundled Network Elements
TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	ECS	USOC	RATES				OSS RATES						
							Per	First	Adj1	Discount	Per	Per	Per	Per	Per	Per	
											Per LSR	Monthly per LSR	Monthly per LSR	Monthly per LSR	Monthly per LSR	Monthly per LSR	Monthly per LSR
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide Order Coordination for Unbundled Sub-Loops, per sub-loop pair		sw	UEANL UEANL	USBN2 USBMC	\$10.02	\$148.84 \$34.29	\$112.34 \$34.29	\$73.14	\$36.06			\$20.35	\$10.54	\$13.32	\$13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	\$7.30	\$147.93	\$75.11	\$89.98	\$19.99		\$19.99		\$13.32		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	\$9.54	\$147.93	\$75.11	\$89.98	\$19.99		\$19.99		\$13.32		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	\$12.47	\$147.93	\$75.11	\$89.98	\$19.99		\$19.99		\$13.32		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair															
		Sub-Loop 2-Wire Intra-Building Network Cable (INC)			UEANL	USBF2	\$1.35	\$94.56	\$20.35	\$94.41	\$13.00		\$19.99		\$13.32	\$13.32	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$34.29	\$34.29								
		Sub-Loop 4-Wire Intra-Building Network Cable (INC)			UEANL	USBF4	\$2.26	\$116.14	\$37.10	\$89.98	\$19.99		\$19.99		\$13.32	\$13.32	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$34.29	\$34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2K	\$6.14	\$110.71	\$37.69	\$94.41	\$19.99		\$19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2K	\$6.24	\$110.71	\$37.69	\$94.41	\$19.99		\$19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2K	\$6.41	\$110.71	\$37.69	\$94.41	\$19.99		\$19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$34.29	\$34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	\$9.69	\$147.43	\$44.99	\$99.98	\$19.99		\$19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	\$9.89	\$147.43	\$44.99	\$99.98	\$19.99		\$19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	\$11.44	\$147.43	\$44.99	\$99.98	\$19.99		\$19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$34.29	\$34.29								
		Sub-Loop Feeder															
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA UDN,UCL,UDL,UDC	USBFW		\$617.26									
		USL-Feeder, DS0 Set-up per Cross Box location - per 25 pair set-up			UEA	USBFX		\$42.66	\$42.66								
		USL-Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		\$531.04	\$11.34								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFPA	\$12.05	\$122.24	\$85.05	\$76.35	\$39.16		\$19.99	\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		\$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFPA	\$12.05	\$122.24	\$85.05	\$76.35	\$39.16		\$19.99	\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		\$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFPA	\$12.05	\$122.24	\$85.05	\$76.35	\$39.16		\$19.99	\$20.35	\$10.54	\$13.32	
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		\$34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFPA	\$21.82	\$137.31	\$81.93	\$118.04	\$30.13		\$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFPA	\$26.11	\$137.31	\$81.93	\$118.04	\$30.13		\$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFPA	\$36.76	\$137.31	\$81.93	\$118.04	\$30.13		\$19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		\$34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFPA	\$21.82	\$137.31	\$81.93	\$118.04	\$30.13		\$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFPA	\$26.11	\$137.31	\$81.93	\$118.04	\$30.13		\$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFPA	\$36.76	\$137.31	\$81.93	\$118.04	\$30.13		\$19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		\$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFPA	\$16.11	\$142.83	\$67.45	\$104.67	\$18.53		\$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFPA	\$21.04	\$142.83	\$67.45	\$104.67	\$18.53		\$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFPA	\$27.51	\$142.83	\$67.45	\$104.67	\$18.53		\$19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		\$34.29									
		Unbundled Sub-Loop Feeder, 2 Wire VDC (DSL compatible)		1	UDC	USBFPA	\$16.11	\$142.83	\$67.45	\$104.67	\$18.53		\$19.99				
		Unbundled Sub-Loop Feeder, 2 Wire VDC (DSL compatible)		2	UDC	USBFPA	\$21.04	\$142.83	\$67.45	\$104.67	\$18.53		\$19.99				
		Unbundled Sub-Loop Feeder, 2 Wire VDC (DSL compatible)		3	UDC	USBFPA	\$27.51	\$142.83	\$67.45	\$104.67	\$18.53		\$19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	\$39.74	\$116.000	\$40.62	\$108.82	\$16.91		\$19.99				

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	EOL	EUC	RATES					OBS RATES										
							Rev	Fret	Addl	Fret	Addl	EUC	EUCM	EUCM	EUCM	EUCM						
																	Dissemination		EUCM	EUCM	EUCM	EUCM
																	Rev	Fret				
		Unbundled Sub-Loop Feeder, 4-Wire DS1 - Zone 2	2		USL	USBFG	\$61.9	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3	3		USL	USBFG	\$67.86	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Order Coordination For Specified Conversion Time, per LSR				OCOSL		\$34.29														
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1	1		UCL	USBFH	\$6.82	\$114.27	\$38.89	\$104.84	\$18.53		\$18.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2	2		UCL	USBFH	\$12.43	\$114.27	\$38.89	\$104.84	\$18.53		\$18.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3	3		UCL	USBFH	\$18.26	\$114.27	\$38.89	\$104.84	\$18.53		\$18.99									
		Order Coordination For Specified Conversion Time, per LSR				OCOSL		\$34.29														
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1	1		UCL	USBFJ	\$14.37	\$123.41	\$48.03	\$110.44	\$22.53		\$19.99									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2	2		UCL	USBFJ	\$18.78	\$123.41	\$48.03	\$110.44	\$22.53		\$19.99									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3	3		UCL	USBFJ	\$24.53	\$123.41	\$48.03	\$110.44	\$22.53		\$19.99									
		Order Coordination For Specified Conversion Time, per LSR				OCOSL		\$34.29														
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	1		UDL	USBFN	\$28.08	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	2		UDL	USBFN	\$34.09	\$118.000	\$40.82	\$108.82	\$18.91	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	3		UDL	USBFN	\$44.5	\$118.000	\$40.82	\$108.82	\$18.91	\$3.5	\$19.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1	1		UDL	USBFO	\$28.08	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2	2		UDL	USBFO	\$34.09	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3	3		UDL	USBFO	\$44.5	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Order Coordination For Specified Time Conversion, per LSR				OCOSL		\$34.29														
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1	1		UDL	USBFP	\$28.08	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2	2		UDL	USBFP	\$34.09	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3	3		UDL	USBFP	\$44.5	\$118.000	\$40.82	\$108.82	\$18.91		\$19.99									
		Order Coordination For Specified Conversion Time, per LSR				OCOSL		\$34.29														
		Unbundled Sub-Loop Modification																				
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Co/Equip Removal per 2-W PR			UEF	ULM2K		\$335.35	\$7.82				\$19.99									
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Co/Equip Removal per 4-W PR			UEF	ULM4K		\$335.35	\$7.82				\$19.99									
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unbundled			UEF	ULMT		\$528.48	\$9.74				\$19.99									
		Unbundled Network Terminating Wire (UNTW)																				
		Unbundled Network Terminating Wire (UNTW) per Pair	1		UENTW	UENPP	\$0.45	\$2.48	\$2.48				\$19.99									
		Network Interface Device (NID)																				
		Network Interface Device (NID) - 1-2 lines			VENTW	UND12		\$89.89	\$4.95													
		Network Interface Device (NID) - 1-6 lines			VENTW	UND16		\$128.65	\$8.51													
		Network Interface Device Cross Connect - 2 W			VENTW	UNDC2		\$0.74	\$0.74				\$19.99									
		Network Interface Device Cross Connect - 4W			VENTW	UNDC4		\$0.74	\$0.74				\$19.99									
		UNBUNDLED LOOP CONCENTRATION																				
		Loop Channelization System			ULC	ULCCS	\$307.07	\$307.34	\$74.37	\$4.18		\$5.89	\$20.35	\$10.54	\$13.32							
		CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	\$1.20	\$0.57	\$9.52	\$8.60	\$8.60	\$3.90	\$20.35	\$10.54	\$13.32							
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	\$500.18	\$613.6	\$613.6													
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	\$54.82	\$255.67	\$255.67													
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	\$536	\$613.6	\$613.6													
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	\$62.37	\$255.67	\$255.67													
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	\$5.23	\$74.39	\$53.07	\$30.23	\$8.49											
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	\$5.46	\$8.69	\$8.69	\$9.71	\$9.65											
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$6.46	\$8.69	\$8.69	\$9.71	\$9.65											
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	\$2.32	\$8.69	\$8.69	\$9.71	\$9.65											

BELLSOUTH / VarTAC RATES
 Unbundled Network Elements
 TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	DSC	DSDC	RATES				OBS RATES									
							Res	Frt	Adt	Discont	Soc	SocM	SocW	SocH	SocR	SocB				
																	Res	Frt	Adt	Discont
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	\$12.45	\$8.69	\$8.65	\$9.71	\$9.65									
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface			UEA	ULCC4	\$7.63	\$8.69	\$8.65	\$9.71	\$9.65								\$13.32	
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	\$36.77	\$8.69	\$8.65	\$9.71	\$9.65								\$13.32	
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$11.03	\$8.69	\$8.65	\$9.71	\$9.65									
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$11.03	\$8.69	\$8.65	\$9.71	\$9.65									
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$11.03	\$8.69	\$8.65	\$9.71	\$9.65									
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																				
LINE OTHER, PROVISIONING ONLY - NO RATE																				
		NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX														
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UNENR														
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UE															
		Unbundled Contract Name, Provisioning Only - No Rate			NTW	UNECN														
		Unbundled Contract Name, Provisioning Only - no rate			U/L,U/L,U/D,C,U/D,L,U	UNECN	\$0.0	\$0.0												
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,U/L,U/D,C	USBFO	\$0.0	\$0.0												
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,U/L,U/D,L	USBFR	\$0.0	\$0.0												
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	\$0.0	\$0.0												
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	\$0.0	\$0.0												
HIGH CAPACITY UNBUNDLED LOCAL LOOP																				
		NOTE: 4 month minimum billing period																		
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UES	1LSND	\$9.19													
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UES	UE3PX	\$374.24	\$285.67	\$304.6	\$234.85	\$170.16	\$9.5	\$36.94	\$36.94	\$19.01	\$19.01				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1LSND	\$9.19													
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	\$289.35	\$285.37	\$304.5	\$215.92	\$181.15	\$3.5	\$36.94	\$36.94	\$19.01	\$19.01				
LOOP MAKE-UP																				
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) **			UMK	UMQLW		\$100.00	\$100.00											
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) **			UMK	UMQLP		\$100.00	\$100.00											
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) **						\$0.686	\$0.686											
LINE SHARING																				
		Line Sharing Splitter, per System 86 Line Capacity			ULS	ULSDA	\$100.00	\$150.00	\$0.0	\$150.00	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0					
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	\$25.00	\$150.00	\$0.0	\$150.00	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0					
		Line Sharing - per Line Activation			ULS	ULSDC	\$0.61	\$40.00	\$21.39	\$35.06	\$10.79	\$0.0	\$20.35	\$10.54	\$13.32	\$13.32				
		Line Sharing - per Subsequent Activity per Line Rearrangement			ULS	ULSDS		\$30.00	\$15.00				\$20.35	\$10.54						
UNBUNDLED TRANSPORT																				
		COMMON TRANSPORT (Shared)																		
		Common Transport - Per Mile, Per MOU					\$0.000084													
		Common Transport - Facilities Termination Per MOU					\$0.000371													
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period, below DS3 = one month, DS3 and above four months																				

CATEGORY	IC/128	UNBUNDLED NETWORK ELEMENT	Units	Rate	RCS	UBOC	RATES				OSS RATES						
							Pre	AMT	Post	AMT	Per Order Submitted Rate per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Monthly Per Order vs. Electronic-1st	Incremental Charge - Monthly Per Order vs. Electronic-Add'l	Incremental Charge - Monthly Per Order vs. Electronic-2nd	Incremental Charge - Monthly Per Order vs. Electronic-3rd	
																	Resourcing
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L8X	\$0.0174										
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	\$18.53	\$55.35	\$17.37	\$27.95	\$3.51	\$3.5	\$20.35	\$21.05	\$9.80	\$10.54	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5X	\$0.0174										
		Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	\$18.53	\$55.35	\$17.37	\$27.95	\$3.51	\$3.5	\$20.35	\$21.05	\$9.80	\$10.54	
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L6X	\$0.0054										
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	\$24.08	\$37.87	\$26.02	\$38.78	\$13.07	\$3.5	\$15.05	\$15.05	\$5.65	\$5.65	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5X	\$0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	\$18.53	\$55.35	\$17.37	\$27.95	\$3.51	\$3.5	\$20.35	\$21.05	\$9.80	\$10.54	
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5X	\$0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	\$18.53	\$55.35	\$17.37	\$27.95	\$3.51	\$3.5	\$20.35	\$21.05	\$9.80	\$10.54	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L6X	\$0.3525										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	\$77.85	\$112.40	\$76.27	\$18.55	\$14.98	\$3.5	\$20.35	\$21.05	\$9.80	\$10.54	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																	
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L6X	\$2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	\$849.30	\$395.29	\$175.55	\$109.04	\$105.91	\$3.50	\$36.84	\$35.84	\$19.01	\$19.01	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1																	
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L6X	\$2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TF5	\$849.30	\$395.29	\$175.55	\$109.04	\$105.91	\$3.50	\$36.84	\$35.84	\$19.01	\$19.01	
LOCAL CHANNEL - DEDICATED TRANSPORT																	
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above-four months																	
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	\$19.02	\$189.33	\$24.16	\$54.81	\$4.8	\$3.5	\$20.35	\$10.54	\$13.3	\$13.3	
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDPR2	\$19.02	\$189.33	\$24.16	\$54.81	\$4.8	\$3.5	\$20.35	\$10.54	\$13.3	\$13.3	
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4	\$20.95	\$201.53	\$24.83	\$25.52	\$5.91	\$3.5	\$20.35	\$20.35	\$13.3		
		Local Channel - Dedicated - DS1 per month			ULD01	ULDF1	\$40.99	\$277.35	\$293.26	\$33.16	\$29.3	\$3.5	\$45.68	\$1.79	\$21.75	\$1.79	
		Local Channel - Dedicated - DS3 - Per Mile per month			ULD03	1L6X	\$7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULD03	ULDF3	\$911.3	\$555.37	\$304.5	\$215.82	\$181.15	\$3.50	\$36.84	\$36.84	\$19.01	\$19.01	
		Local Channel - Dedicated - STS-1 - Per Mile per month			ULD01	1L6X	\$7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULD01	ULDF5	\$559.39	\$355.37	\$911.3	\$304.5	\$215.82	\$3.50	\$36.84	\$36.84	\$19.01	\$19.01	
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	\$80.77	\$141.87	\$77.11	\$44.47	\$42.62	\$3.5	\$20.35	\$9.8	\$11.49	\$1.18	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kb)			UDL	1D1DD	\$1.82	\$5.07	\$4.66								
		2-wire ISDN COCI (BRI/E) - DS1 to DS0 Channel System - per month			UDN	UC1CA	\$3.10	\$5.07	\$4.66								
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	\$9.1	\$5.07	\$4.66								

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	SCB	URDC	RATES					OBS RATES				
							Residential		Commercial		See Order Submitted Rate per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Mixed See Order vs. Electronics-1st AdM	Incremental Charge - Mixed See Order vs. Electronics-2nd AdM	Incremental Charge - Mixed See Order vs. Electronics-3rd AdM	Incremental Charge - Mixed See Order vs. Electronics-4th AdM
							Res	Com	Res	Com						
		DS3 to DS1 Channel System per month			UXTD3	MQ3	\$222.98	\$308.08	\$108.47	\$6.34	\$4.23	\$3.5	\$20.35	\$9.9	\$11.49	\$1.18
		STS1 to DS1 Channel System per month			UXTB1	MQ3	\$222.98	\$308.08	\$108.47	\$6.34	\$4.23	\$3.5	\$20.35	\$9.9	\$11.49	\$1.18
		DS3 Interface Unit (DS1 COC) used with Loop per month			USL	UCTD1	\$17.58	\$6.07	\$4.66							
DARK FIBER																
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1LJOC	\$63.23									
		NRC Dark Fiber - Local Channel			UDF	UDFC4		\$1,219.22	\$169.75	\$453.22	\$339.34	\$3.5				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1LSDF	\$63.23									
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		\$1,219.22	\$169.75	\$453.22	\$339.34	\$3.5	\$0.00	\$0.00	\$0.00	\$0.00
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1LSDL	\$63.23									
		NRC Dark Fiber - Local Loop			UDF	UDFL4		\$1,219.22	\$169.75	\$453.22	\$339.34	\$3.5	\$0.00	\$0.00	\$0.00	\$0.00
TRANSPORT OTHER																
		Clear Channel Capability (B6ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCQEF		\$185.16	\$23.85	\$2.03	\$0.78	\$3.50	\$22.33	\$3.99		
		Clear Channel Capability (B6ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		\$185.16	\$23.85	\$2.03	\$0.78	\$3.50	\$22.33	\$3.99		
8XX ACCESS TEN DIGIT SCREENING																
		8XX Access Ten Digit Screening, Per Call			QHD		\$0.0006192									
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			QHD	N8R1X		\$6.21	\$0.78				\$20.35			
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			QHD			\$11.47	\$1.46	\$7.34	\$0.7805		\$20.35		\$13.25	
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			QHD	N8FTX		\$11.47	\$1.46	\$7.34	\$0.7805		\$20.35		\$13.25	
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			QHD	N8FCX		\$4.47	\$2.24							
		8XX Access Ten Digit Screening, Multiple Inter-LATA CXR Routing Per CXR Requested Per 8XX No.			QHD	N8FMC		\$5.23	\$3.00							
		8XX Access Ten Digit Screening, Change Charge Per Request			QHD	N8FAX		\$5.97	\$0.78				\$20.35			
		8XX Access Ten Digit Screening, Call Handling and Destination Features			QHD	N8FOX		\$4.47								
LINE INFORMATION DATA BASE ACCESS (LIDB)																
		LIDB Common Transport Per Query				QQT	\$0.0000354									
		LIDB Validation Per Query				QQU	\$0.0117403									
		LIDB Originating Point Code Establishment or Change						\$49.03					\$20.35			
SIGNALING (CCS7)																
		CCS7 Signaling Termination, Per STP Port					\$136.41									
		CCS7 Signaling Usage, Per TCAP Message					\$0.0000916									
		CCS7 Signaling Connection, Per link (A link)					\$17.84	\$130.84					\$20.35			
		CCS7 Signaling Connection, Per link (B link) (also known as D link)					\$17.84	\$130.84					\$20.35			
		CCS7 Signaling Usage, Per ISUP Message					\$0.0000373									
		CCS7 Signaling Usage Surrogate, per link per LATA					\$362.30						\$20.35			
CALLING NAME (CNAM) SERVICE																
		CNAM for DB Owners, Per Query					\$0.016									
		CNAM for Non-DB Owners, Per Query					\$0.01									
		CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)			QQV	CDDCH		\$695.00								
OPERATOR CALL PROCESSING																

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Service	Area	BCB	UNCC	RATES					O&B RATES						
							Rate	Fixed	Advt	Fixed	Advt	See Order Submitted \$/hr per LSH	See Order Submitted Monthly per LSH	Incremental Charge - Manual Sw Order vs. Electronic-Advt	Incremental Charge - Manual Sw Order vs. Electronic-Other	Incremental Charge - Manual Sw Order vs. Electronic-Other Advt		
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					\$1.2											
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					\$1.24											
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					\$0.20											
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					\$0.20											
INWARD OPERATOR SERVICES																		
		Inward Operator Services - Verification, Per Call					\$1.00											
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					\$1.60											
BRANDING - OPERATOR CALL PROCESSING																		
		Recording of Custom Branded OA Announcement				CBAOS		\$7,000.00	\$7,000.00	\$9.61	\$9.61							
		Loading of Custom Branded OA Announcement per shell/NAV				CBAOL		\$500.00	\$500.00			\$3.50						
DIRECTORY ASSISTANCE SERVICES																		
DIRECTORY ASSISTANCE ACCESS SERVICE																		
		Directory Assistance Access Service Calls, Charge Per Call					\$0.275											
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																		
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					\$0.1											
UNBRANDING																		
DIRECTORY TRANSPORT																		
		Directory Transport - Local Channel DS1					\$139.61	\$968.97	\$468.63			\$3.5						
		Directory Transport - DS1 Level Interoffice Per Mile					\$23.00					\$3.5						
		Directory Transport - DS1 Level Interoffice Per Facility Termination					\$80.00	\$100.48	\$100.48			\$3.5						
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																		
		Directory Assistance Data Base Service Charge Per Listing					\$0.04											
		Directory Assistance Data Base Service, per month				DBSOF	\$150.00											
BRANDING - DIRECTORY ASSISTANCE																		
		Custom Branding Announcement, per Recording to be used with the provision of DA				AMT	CBADA	\$3,000.00	\$3,000.00									
		Loading of Custom Branded Announcement per DRAM Card/Switch				AMT	CBADC	\$680.00	\$680.00									
SELECTIVE ROUTING																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch					USRCR	\$179.60	\$179.6			\$30.89	\$7.05					
VIRTUAL COLLOCATION																		
		Virtual Collocation - DS1 Cross Connects				USLULC	CNC1X	\$1,319	\$32.22	\$17.76	\$10.46	\$8.75						
AIN SELECTIVE CARRIER ROUTING																		
		Regional Service Establishment				SRC	SRCEC	\$301,786.00	#####									
		End Office Establishment				SRC	SRCEO	\$320.53	\$320.53									
		Line/Port NRC, per end user				SRC	SRCLP	\$2.08	\$2.08									
		Query NRC, per query				SRC		\$0,000,448										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																		
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup					CAMSE	\$138.88				\$19.99						
		AIN SMS Access Service - Port Connection - Dial/Shared Access					CAMDP	\$41.75										
		AIN SMS Access Service - Port Connection - ISDN Access					CAMTP	\$41.75										
		AIN SMS Access Service - User Identification Codes - Per User ID Code					CAMAU	\$66.63										

BELLSOUTH / VerTec RATES
Unbundled Network Elements
TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Show	EOL	USOC	RATES				OBS RATES									
							Fee	Fnc	AMT	Fnc	AMT	EOMC	EOMC	EOMC	EOMC	EOMC	EOMC			
																		Recurring	Nonrecurring	Discontinued
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC	\$0.0084		\$113.57											
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					\$0.020123													
		AIN SMS Access Service - Session, Per Minute					\$2.27													
		AIN SMS Access Service - Company Performed Session, Per Minute																		
AIN - BELLSOUTH AIN TOOLKIT SERVICE																				
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPBC			\$132.04					\$19.99						
		AIN Toolkit Service - Training Session, Per Customer				BAPVX			\$7.915											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT			\$31.21											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD			\$31.21											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM			\$31.21											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POOP				BAPTO			\$85.24											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC			\$85.24											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF			\$85.24											
		AIN Toolkit Service - Query Charge, Per Query					\$0.211862													
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					\$0.054774													
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					\$1.30													
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS	\$17.43		\$33.52											
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS	\$0.1321116		\$36.23											
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	\$17.35		\$33.52											
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPE5	\$0.0511435		\$36.23											
ODUF/DOUF/ADUF/CMS																				
		OPTIONAL DAILY USAGE FILE (ODUF)					\$0.0000044													
		ODUF: Recording, per message					\$1.0327368													
		ODUF: Message Processing, per message					\$32.75													
		ODUF: Message Processing, per Magnetic Tape provisioned					\$0.0000336													
		ODUF: Data Transmission (CONNECT DIRECT), per message																		
ENHANCED EXTENDED LINK (EELs)																				
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																				
NOTE: Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																				
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																				

BELLSOUTH / Veriac RATES
 Unbundled Network Elements
 TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	RCS	VBOC	RATES				OBS RATES							
							Per	First	Add	Discont	Per	Add	Per	Add	Per	Add	Per	Add
NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order. (No Switch As Is Charge)																		
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
	First 2-Wire VG Loop(SL2)/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$16.99	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$19.99						
	First 2-Wire VG Grade Loop(SL2)/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$21.63	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$19.99						
	First 2-Wire VG Grade Loop(SL2)/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$26.28	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$19.99						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L30X	\$0.3592												
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$77.83	\$171.24	\$113.12	\$70.07	\$30.9	\$3.5	\$31.26	\$10.42					
	DS1 Channelization System Per Month			UNC1X	MQ1	\$165.21	\$214.92	\$49.26	\$75.99	\$13.6								
	Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	\$0.91	\$5.7	\$4.42										
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$16.99	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$21.63	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$26.28	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.91	\$5.7	\$4.42										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNOCC	\$52.73	\$24.02	\$9.12	\$9.12	\$3.5	\$19.99							
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
	First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$15.92	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$20.78	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$27.18	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L30X	\$0.3592												
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	\$77.83	\$171.24	\$113.12	\$70.07	\$30.9	\$3.5	\$31.26	\$10.42					
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$165.21	\$214.92	\$49.26	\$75.99	\$13.6								
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.25	\$5.7	\$4.42										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$15.92	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$20.78	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$27.18	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$1.25	\$5.7	\$4.42										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNOCC	\$52.73	\$24.02	\$9.12	\$9.12	\$3.5	\$19.99							
4-WIRE 68 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
	First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCOX	UDL56	\$31.1	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					
	First 4-wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCOX	UDL56	\$40.61	\$108.76	\$35.47	\$72.94	\$10.88	\$3.5	\$31.26	\$10.42					

CATEGORY	NOTES	Interio	Zone	BCS	USOC	RATES					OBS RATES								
						Nonrecurring		Recurring			Per Order Submitted Sw per LBR	Per Order Submitted Monthly per LBR	Incremental Charge - Mixed Sw Order vs. Electronics-Ver	Incremental Charge - Mixed Sw Order vs. Electronics-AdT	Incremental Charge - Mixed Sw Order vs. Electronics-Duo Ver	Incremental Charge - Mixed Sw Order vs. Electronics-Duo AdT			
						Reg	First	AdT	First	AdT							SCMCC	SCMCC	SCMCC
UNBUNDLED NETWORK ELEMENT																			
	First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$53.11	\$108.76	\$35.47	\$72.94	\$10.9	\$3.5	\$31.26	\$10.42						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.3662													
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	\$77.83	\$171.24	\$113.12	\$70.07	\$30.9	\$3.5	\$31.26	\$10.42						
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$166.21	\$214.62	\$49.96	\$75.98	\$13.6									
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	\$0.91	\$5.7	\$4.42											
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$31.1	\$108.76	\$35.47	\$72.94	\$10.96	\$3.5	\$31.26	\$10.42						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.61	\$108.76	\$35.47	\$72.94	\$10.96	\$3.5	\$31.26	\$10.42						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$53.11	\$108.76	\$35.47	\$72.94	\$10.9	\$3.5	\$31.26	\$10.42						
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	\$0.3662	\$6.07	\$4.66											
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$52.73	\$24.62	\$6.12	\$6.12	\$3.5	\$19.99							
4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
	First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$31.1	\$108.76	\$35.47	\$72.94	\$10.9	\$3.5	\$31.26	\$10.42						
	First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.61	\$108.76	\$35.47	\$72.94	\$10.9	\$3.5	\$31.26	\$10.42						
	First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$53.11	\$108.76	\$35.47	\$72.94	\$10.9	\$3.5	\$31.26	\$10.42						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.3662													
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$77.83	\$171.2	\$113.12	\$70.07	\$30.90	\$3.5	\$31.26	\$10.42						
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	\$166.21	\$214.5	\$49.96	\$75.98	\$13.60									
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	\$0.91	\$5.70	\$4.42											
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$31.1	\$108.76	\$35.47	\$72.94	\$10.9	\$3.5	\$31.26	\$10.42						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.61	\$108.76	\$35.47	\$72.94	\$10.96	\$3.5	\$31.26	\$10.42						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$53.11	\$108.76	\$35.47	\$72.94	\$10.96	\$3.5	\$31.26	\$10.42						
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	\$0.91	\$5.70	\$4.42											
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$52.73	\$24.62	\$6.12	\$6.12	\$3.5	\$19.99							
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
	4-Wire DS1 Digital Loop In Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	\$57.73	\$226.4	\$161.74	\$79.57	\$24.86	\$3.5	\$31.26	\$10.42						
	4-Wire DS1 Digital Loop In Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	\$75.4	\$226	\$161.74	\$79.9	\$24.86	\$3.5	\$31.26	\$10.42						
	4-Wire DS1 Digital Loop In Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	\$99.59	\$226	\$161.74	\$79.9	\$24.86	\$3.5	\$31.26	\$10.42						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	\$0.3662													
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	\$77.83	\$171.24	\$113.12	\$70.07	\$30.90	\$3.50	\$31.26	\$10.42						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$52.73	\$24.62	\$6.12	\$6.12	\$3.5	\$19.99							

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Miles	Zone	CS	UNCC	RATES				QoS RATES											
							Fee	Frt	Add	Fct	S0000	S0001	S0002	S0003	S0004	S0005	See Order Submitted Else per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Month Order vs. Month-1st	Incremental Charge - Month Order vs. Month-1st Add'l	Incremental Charge - Month Order vs. Month-1st	Incremental Charge - Month Order vs. Month-1st Add'l
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																				
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX	\$57.73	\$240.23	\$180.87	\$108.78	\$45.24	\$3.5				\$31.28	\$10.42					
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX	\$75.4	\$240.23	\$180.87	\$108.78	\$45.24	\$3.5				\$31.28	\$10.42					
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX	\$98.99	\$240.23	\$180.87	\$108.78	\$45.24	\$3.5				\$31.28	\$10.42					
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5DX	\$2.34															
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	\$646.77	\$428.01	\$153.81	\$64.43	\$35.43	\$3.50				\$31.28	\$10.42					
		DS3 to DS1 Channel System combination per month			UNC3X	MG3	\$431.18	\$312.48	\$126.83	\$45.53	\$17.05											
		DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1	\$17.53	\$6.52	\$2.58													
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLJX	\$57.73	\$240.23	\$180.87	\$108.6	\$45.24	\$3.5	\$0.00									
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLJX	\$75.4	\$240.23	\$180.87	\$108.6	\$45.24	\$3.5	\$0.00									
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLJX	\$98.99	\$240.230	\$180.87	\$108.6	\$45.24	\$3.5	\$0.00									
		DS3 Interface Unit (DS1 COC) combination per month			UNC1X	UC1D1	\$17.53	\$6.52	\$2.58													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCC	\$92.73	\$24.62	\$8.12	\$8.12	\$3.5	\$0.00										
		2-WIRE VOICE GRADE EXTENDED LOOP/2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																				
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$75.33	\$108.78	\$35.47	\$72.94	\$10.85											
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$21.83	\$108.78	\$35.47	\$72.94	\$10.85											
		2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$28.28	\$108.78	\$35.47	\$72.94	\$10.85											
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5DX	\$0.0174															
		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TY2	\$121.79	\$78.85	\$44.05	\$69.32	\$31.00	\$3.50				\$31.28	\$10.42					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCC	\$92.73	\$24.62	\$8.12	\$8.12	\$3.5	\$18.99										
		4-WIRE VOICE GRADE EXTENDED LOOP/4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																				
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$24.7	\$108.75	\$35.47	\$72.94	\$10.85											
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$32.25	\$108.75	\$35.47	\$72.94	\$10.85											
		4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$42.17	\$108.75	\$35.47	\$72.94	\$10.85											
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5DX	\$0.0174															
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TY4	\$27.3	\$78.83	\$44.05	\$69.32	\$31.00	\$3.5				\$31.28	\$10.42					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCC	\$92.73	\$24.62	\$8.12	\$8.12	\$3.5	\$18.99										
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																				
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	\$9.19															
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UESPX	\$681.67	\$240.23	\$180.87	\$108.78	\$45.24											
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5DX	\$2.34															
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	\$646.77	\$428.01	\$153.81	\$64.43	\$35.43	\$3.50				\$31.28	\$10.42					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCC	\$92.73	\$24.62	\$8.12	\$8.12	\$3.5	\$18.99										

BELLSOUTH / VeriTel RATES
Unbundled Network Elements
TENNESSEE

CATEGORY	NOTES	Interface	Zone	EOL	UROC	RATES				O&S RATES										
						Per	First	Addl	Facility	SOMC	SOMU	SOMV	SOMW	SOMX	SOMY					
																Nonrec	Nonrec	Inc	Inc	Inc
ST81 DIGITAL EXTENDED LOOP WITH DEDICATED ST81 INTEROFFICE TRANSPORT (EEL)																				
	High Capacity Unbundled Local Loop - ST81 combination - Per Mile per month			UNCSX	1L5ND	\$9.19														
	High Capacity Unbundled Local Loop - ST81 combination - Facility Termination per month			UNCSX	UOLS1	\$902.75	\$240.23	\$180.87	\$105.78	\$45.24										
	Interoffice Transport - Dedicated - ST81 combination - Per Mile per month			UNCSX	1L5XX	\$2.34														
	Interoffice Transport - Dedicated - ST81 combination - Facility Termination per month			UNCSX	U1TFS	\$641.1	\$498.01	\$153.81	\$84.43	\$35.43	\$3.50		\$31.26	\$10.42						
	Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$52.73	\$24.66	\$8.12	\$8.12	\$3.5	\$19.99								
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																				
	First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1	1		UNCNX	U1L2X	\$28.93	\$108.78	\$35.47	\$72.94	\$10.86	\$3.50		\$31.26	\$10.42						
	First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2	2		UNCNX	U1L2X	\$33.73	\$108.78	\$35.47	\$72.94	\$10.86	\$3.50		\$31.26	\$10.42						
	First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3	3		UNCNX	U1L2X	\$42.68	\$108.78	\$35.47	\$72.94	\$10.86	\$3.50		\$31.26	\$10.42						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	\$0.3562														
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	\$77.83	\$171.24	\$113.12	\$70.07	\$30.9	\$3.50		\$31.26	\$10.42						
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	\$165.21	\$49.95	\$78.98	\$13.6											
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination per month			UNCNX	UC1CA	\$3.1	\$5.18	\$0.6												
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1	1		UNCNX	U1L2X	\$28.98	\$108.78	\$35.47	\$72.94	\$10.86	\$3.50		\$31.26	\$10.42						
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2	2		UNCNX	U1L2X	\$33.73	\$108.78	\$35.47	\$72.94	\$10.86	\$3.50		\$31.26	\$10.42						
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3	3		UNCNX	U1L2X	\$42.68	\$108.78	\$35.47	\$72.94	\$10.86	\$3.50		\$31.26	\$10.42						
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination per month			UNCNX	UC1CA	\$3.1	\$5.18	\$0.6												
	Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		\$52.73	\$24.66	\$8.12	\$8.12	\$3.5	\$19.99								
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED ST81 INTEROFFICE TRANSPORT (EEL)																				
	First DS1 Loop in ST81 Interoffice Transport Combination - Zone 1	1		UNC1X	USLXX	\$57.73	\$228.4	\$113.12	\$78.67	\$24.88	\$3.5		\$31.26	\$10.42						
	First DS1 Loop in ST81 Interoffice Transport Combination - Zone 2	2		UNC1X	USLXX	\$75.4	\$228.400	\$113.12	\$78.7	\$24.88	\$3.5		\$31.26	\$10.42						
	First DS1 Loop in ST81 Interoffice Transport Combination - Zone 3	3		UNC1X	USLXX	\$89.59	\$228.400	\$113.12	\$78.7	\$24.88	\$3.5		\$31.26	\$10.42						
	Interoffice Transport - Dedicated - ST81 combination - Per Mile Per Month			UNCSX	1L5XX	\$2.34														
	Interoffice Transport - Dedicated - ST81 combination - Facility Termination			UNCSX	U1TFS	\$649.3	\$498.01	\$153.81	\$84.43	\$35.43	\$3.5		\$31.26	\$10.42						
	ST81 to DS1 Channel System combination per month			UNCSX	MQ3	\$228.98	\$428.01	\$153.81	\$84.43	\$25.43										
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$17.58	\$5.73	\$4.42												
	Additional DS1 Loop in ST81 Interoffice Transport Combination - Zone 1	1		UNC1X	USLXX	\$57.73	\$228.400	\$113.12	\$78.7	\$24.88	\$3.5		\$31.26	\$10.42						
	Additional DS1 Loop in ST81 Interoffice Transport Combination - Zone 2	2		UNC1X	USLXX	\$75.4	\$228.400	\$113.12	\$78.7	\$24.88	\$3.5		\$31.26	\$10.42						
	Additional DS1 Loop in ST81 Interoffice Transport Combination - Zone 3	3		UNC1X	USLXX	\$89.59	\$228.400	\$113.12	\$78.7	\$24.88	\$3.5		\$31.26	\$10.42						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	\$17.58	\$5.73	\$4.42												
	Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		\$52.73	\$24.66	\$8.12	\$8.12	\$3.5	\$19.99								
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1	1		UNCDX	UDL26	\$31.1	\$108.78	\$35.47	\$72.94	\$10.86										

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interm	Zone	ECS	UROC	RATES					OBS RATES					
							Res	Prot	Adt	Prot	Adt	See Order Submitted One per LBT	See Order Submitted Monthly per LBT	Incremental Charge - Shared See Order vs. Standalone-1st	Incremental Charge - Shared See Order vs. Standalone-Subst	Incremental Charge - Shared See Order vs. Standalone-Subst	Incremental Charge - Shared See Order vs. Standalone-Subst
							Per	Per	Per	Per	Per	Per LBT	Per LBT	Per LBT	Per LBT	Per LBT	Per LBT
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.61	\$108.78	\$35.47	\$72.94	\$10.99						
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$53.11	\$108.78	\$35.47	\$72.94	\$10.9						
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5DX	\$0.174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	\$22.1	\$58.54	\$38.32	\$13.98	\$8.99	\$3.99	\$19.99				
		Nonrecurring Currently Combined Network Elements Switch-As-is Charge			UNCDX	UNCCC		\$52.75	\$24.62	\$8.12	\$8.12	\$3.5	\$19.99				
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$31.1	\$108.78	\$35.47	\$72.94	\$10.9						
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.61	\$108.78	\$35.47	\$72.94	\$10.9						
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$53.11	\$35.47	\$35.47	\$72.94	\$10.9						
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5DX	\$0.174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	\$22.1	\$58.54	\$38.32	\$13.98	\$8.99	\$3.99	\$19.99				
		Nonrecurring Currently Combined Network Elements Switch-As-is Charge			UNCDX	UNCCC		\$52.75	\$24.62	\$8.12	\$8.12	\$3.5	\$19.99				
		ADDITIONAL NETWORK ELEMENTS															
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
		When used as an orderly combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.															
		Node (Synchronous)															
		Node per month			UNCDX	UNCNT	\$17.11										
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		24-Wire V6 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		\$52.75	\$24.62	\$8.12	\$8.12	\$3.5	\$19.99				
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		\$52.75	\$24.62	\$8.12	\$8.12	\$3.5	\$19.99				
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		\$52.75	\$24.62	\$8.12	\$8.12	\$3.5	\$19.99				
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		\$52.75	\$24.62	\$8.12	\$8.12	\$3.5	\$19.99				
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNC5X	UNCCC		\$52.75	\$24.62	\$8.12	\$8.12	\$3.5	\$19.99				
		NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDV2	\$19.02										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDV4	\$20.56										
		Local Channel - Dedicated - DS1 Per Month			UNC1X	ULD1F	\$40.00										
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	\$7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDPS	\$811.3										
		Local Channel - Dedicated - STS-1 - Per Mile per month			UNC5X	1L5NC	\$7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNC5X	ULDPS	\$589.59										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

Attachment E
Exhibit C
Rates - Page 1

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Zone	BCS	USOC	RATES						OBS RATES					
						Res	Post	Advt	Post	Advt	CONEC	CONPR	CONPR	CONPR	CONPR	CONPR	CONPR
						Per	Per	Per	Per	Per	per LBR	per LBR	Incremental Change - Month				
<p>Geographically Deleveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deleveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deleveraged UNE Rate Structures. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_cde/cde/interconnection/deleverages.pdf to view Geographically Deleveraged UNE Zone Designations by Central Office.</p>																	
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
		Exchange Ports															
		NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs															
		2-WIRE VOICE GRADE LINE PORT RATES (RES)															
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Exchange Ports - 2-Wire VG unbundled AL extended local dialing party Port with Caller ID - Res.			UEPSR	UEPAR	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Subsequent Activity			UEPSR	USASC	\$0.0	\$0.0	\$0.0			\$19.99					
		FEATURES															
		All Available Vertical Features			UEPSR	UEPVF	\$5.55	\$0.0	\$0.0			\$3.5		\$27.37	\$12.97	\$17.77	\$1.44
		2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller-E484 ID - Bus			UEPSB	UEPBC	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus			UEPSB	UEPBO	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Exchange Ports - 2-Wire VG unbundled AL extended local dialing party Port with Caller ID - Bus			UEPSB	UEPAW	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPR1	\$2.07	\$21.99	\$21.99	\$6.21	\$6.21	\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		Subsequent Activity			UEPSB	USASC	\$0.0	\$0.0	\$0.0			\$3.50		\$19.99			
		FEATURES															
		All Available Vertical Features			UEPSB	UEPVF	\$5.55	\$0.0	\$0.0			\$3.50		\$27.37	\$12.97	\$17.77	\$1.44
		EXCHANGE PORT RATES (DID & PBX)															
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	\$6.20	\$236.91	\$37.48	\$119.79		\$3.50		\$19.99			
		Exchange Ports - DOTS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	\$66.67	\$404.04	\$191.36	\$146.18	\$4.98			\$19.99			
		Exchange Ports - 2-Wire ISDN Port (See Notes below)			UEPTX	UEPSX	\$11.18	\$145.54	\$105.97	\$25.57	\$21.47	\$3.50		\$19.99			
		All Features Offered			UEPTX	UEPSX	\$5.55	\$0.0	\$0.0								
		NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															

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BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Initial	Zone	SCS	USOC	RATES					OBS RATES					
							Fee	Port	Add'l	Port	Add'l	See Order Submitted (See per LSP)	See Order Submitted (Monthly per LSP)	Incremental Charge - (Retail See Order vs. (Wholesale-Add'l)	Incremental Charge - (Retail See Order vs. (Wholesale-Add'l)	Incremental Charge - (Retail See Order vs. (Wholesale-Add'l)	Incremental Charge - (Retail See Order vs. (Wholesale-Add'l)
							Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	
UNBUNDLED PORT/LOOP COMBINATIONS																	
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																	
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																	
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																	
For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combs and the first and additional Port nonrecurring charges apply to Not Currently Combined Combs. For Currently Combined Combs in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1													\$16.55
		2-Wire VG Loop/Port Combo - Zone 2		2													\$25.51
		2-Wire VG Loop/Port Combo - Zone 3		3													\$44.44
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX											\$14.35
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX											\$25.31
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX											\$42.24
2-Wire Voice Grade Line Port Rates (Res)																	
		2-Wire voice unbundled port - residence			UEPRX	UEPRL					\$3.50		\$40.71				\$8.88
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC					\$3.50		\$40.71				\$8.88
		2-Wire voice unbundled port outdoors only - res			UEPRX	UEPRO					\$3.50		\$40.71				\$8.88
		2-Wire voice Grade unbundled Alabama extended local dialing party port with Caller ID - res			UEPRX	UEPAR					\$3.50		\$40.71				\$8.88
		2-Wire voice unbundled res. low usage line port with Caller ID (LUM)			UEPRX	UEPAP					\$3.50		\$40.71				\$8.88
FEATURES																	
		All Features Offered			UEPRX	UEPVF		\$5.55	\$0.0	\$0.0		\$3.50		\$40.71			\$8.88
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRX	LNPCX		\$0.35									
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USAC2		\$2.80	\$0.41			\$3.50		\$40.71			\$8.88
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		\$2.80	\$0.41			\$3.50		\$40.71			\$8.88

BELLSOUTH / Var/Tac RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Make	Zone	PCS	USOC	RATES					GSM RATES					
							Pre	Post	Advt	Post	Advt	Pre Order Submitted (Rate per LSR)	Pre Order Submitted Monthly (Rate per LSR)	Incremental Charge - Month (Pre Order vs. BaseRate-Advt)	Incremental Charge - Month (Pre Order vs. BaseRate-Advt)	Incremental Charge - Month (Pre Order vs. BaseRate-Advt)	Incremental Charge - Month (Pre Order vs. BaseRate-Advt)
							Nonrecuring	Nonrecuring	Dissemination								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							\$1.44						\$6.25		
	ADDITIONAL NRCS																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1					\$16.55								
		2-Wire VG Loop/Port Combo - Zone 2		2					\$25.51								
		2-Wire VG Loop/Port Combo - Zone 3		3					\$44.44								
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX			\$14.35								
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX			\$23.31								
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX			\$42.24								
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL			\$2.20			\$3.50	\$40.71	\$6.99			
		2-Wire voice unbundled port with Caller ID - F484 ID - bus			UEPBX	UEPBC			\$2.20			\$3.50	\$40.71	\$6.99			
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO			\$2.20			\$3.50	\$40.71	\$6.99			
		2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPBX	UEPAW			\$2.20			\$3.50	\$40.71	\$6.99			
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1			\$2.20			\$3.50	\$40.71	\$6.99			
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX			\$0.35								
		FEATURES															
		All Features Offered				UEPVF			\$5.55	\$0.0	\$0.0		\$3.50	\$40.71	\$6.99		
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switches Is				USAC2			\$2.50	\$0.41		\$3.50	\$40.71	\$6.99			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC			\$2.50	\$0.41		\$3.50	\$40.71	\$6.99			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							\$1.44						\$6.25		
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2						\$3.50	\$40.71	\$6.99			
		3-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1					\$16.55								
		2-Wire VG Loop/Port Combo - Zone 2		2					\$25.51								
		2-Wire VG Loop/Port Combo - Zone 3		3					\$44.44								
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX			\$14.35								
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX			\$23.31								
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX			\$42.24								
		2-Wire Voice Grade Line Port Rates (RES - PBX)															

BELLSOUTH / VarT ac RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 9

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Service	Zone	SC	MSOC	RATES					OBS RATES					
							Rate	Post	Adt	Post	Adt	SCSEC	SCSPP	SCSPP1	SCSPP2	SCSPP3	SCSPP4
							Per	Per	Per	Per	Per	Per Order Submitted (See per LBN)	Per Order Submitted Monthly (per LBN)	Incremental Charge - Month (See Order vs. Electronic-Int)	Incremental Charge - Month (See Order vs. Electronic-Adt)	Incremental Charge - Month (See Order vs. Electronic-Stat)	Incremental Charge - Month (See Order vs. Electronic-Stat Adt)
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$2.20					\$3.50	\$40.71	\$9.59			
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5										
FEATURES																	
		All Features Offered			UEPRG	UEPYF	\$5.55	\$0.0	\$0.0			\$3.50	\$40.71	\$9.59			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2	\$2.80	\$0.41				\$3.50	\$40.71	\$9.59			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC	\$2.80	\$0.41				\$3.50	\$40.71	\$9.59			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$1.44					\$8.25				
ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$18.99				
		PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group						\$14.64	\$14.64			\$3.5	\$18.99				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			\$18.55										
		2-Wire VG Loop/Port Combo - Zone 2		2			\$25.51										
		2-Wire VG Loop/Port Combo - Zone 3		3			\$44.44										
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	\$14.35										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	\$23.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	\$42.24										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																	
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$2.20					\$3.50	\$40.71	\$9.59			
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	\$2.20					\$3.50	\$40.71	\$9.59			
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled PBX LD Terminal Port			UEPPX	UEPLD	\$2.20					\$3.50	\$27.37	\$9.59			
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPYA	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled PBX Toll Terminal Home Port			UEPPX	UEPYB	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPKC	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard ID0 Capable Port			UEPPX	UEPKD	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPKE	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPKL	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPKM	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPKO	\$2.20					\$3.50	\$40.71	\$9.59			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPKS	\$2.20					\$3.50	\$40.71	\$9.59			
LOCAL NUMBER PORTABILITY																	

BELLSOUTH / Va/Tec RATES
 Unbundled Network Elements
 ALABAMA

Attachment 2
 Exhibit C
 Rates - Page 6

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Area	Zone	BCS	USOC	RATES					OBS RATES						
							Rate	Port	Advt	Port	Advt	One Order Submitted Else per LSP	One Order Submitted Monthly per LSP	Incremental Charge - Month One Order vs. BaseRate-1st	Incremental Charge - Month One Order vs. BaseRate-Add1	Incremental Charge - Month One Order vs. BaseRate-Other	Incremental Charge - Month One Order vs. BaseRate-Other Add1	
							Nonrecuring	Nonrecuring	Nonrecuring									
							Rate	Port	Advt	Port	Advt	Rate	Port	Advt	Rate	Port	Advt	
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15											
FEATURES		All Features Offered			UEPPX	UEPVF	\$5.55	\$0.0	\$0.0			\$3.50		\$40.71	\$5.55			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		\$2.80	\$0.41			\$3.50		\$40.71	\$5.55			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Charge			UEPPX	USACC		\$2.80	\$0.41			\$3.50		\$40.71	\$5.55			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$1.44						\$5.25				
ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$18.00					
		PBX Subsequent Activity - Change/Response Multiline Hunt Group						\$14.64	\$14.64			\$3.5	\$18.00					
3-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																		
UNE Port/Loop Combination Rates																		
		2-Wire VG Coin Port/Loop Combo - Zone 1					\$18.88											
		2-Wire VG Coin Port/Loop Combo - Zone 2					\$23.81											
		2-Wire VG Coin Port/Loop Combo - Zone 3					\$44.77											
UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$14.35											
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	\$33.31											
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	\$42.24											
2-Wire Voice Grade Line Ports (COIN)																		
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	\$2.53					\$3.5		\$40.71	\$5.55			
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	\$2.53					\$3.5		\$40.71	\$5.55			
ADDITIONAL UNE COIN PORT/LOOP (RC)																		
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	\$1.56	\$0.0	\$0.0									
LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)			UEPCO	LNPCX	\$0.35											
NONRECURRING CHARGES - CURRENTLY COMBINED																		

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	BCD	BBOC	RATES				OBS RATES						
							Res	Port	Addl	Port	Addl	Per Order Submitted (Rate per LSR)	Per Order Submitted Monthly (per LSR)	Incremental Charge - Month Per Order vs. (Element-Set)	Incremental Charge - Month Per Order vs. (Element-Set)	Incremental Charge - Month Per Order vs. (Element-Set)	Incremental Charge - Month Per Order vs. (Element-Set)
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		\$2.6	\$0.41			\$3.5	\$40.71	\$9.99			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		\$2.90	\$0.41			\$3.5	\$40.71	\$9.99			
ADDITIONAL NRCS																	
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		\$0.0	\$0.0			\$3.5	\$40.71	\$9.99			
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1	1				\$29.99										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2	2				\$38.99										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3	3				\$45.08										
UNE Loop Rates																	
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1	1		UEPPX	UEGD1	\$20.42	\$211.32	\$136.39	\$105.79	\$21.07		\$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2	2		UEPPX	UEGD1	\$27.41	\$211.32	\$136.39	\$105.79	\$21.07		\$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3	3		UEPPX	UEGD1	\$35.99	\$211.32	\$136.39	\$105.79	\$21.07		\$19.99				
UNE Port Rate																	
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	\$9.17	\$26.61	\$7.48	\$119.79	\$7.62		\$19.99				
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAG1		\$14.61	\$3.73				\$19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		\$14.61	\$3.73				\$19.99				
ADDITIONAL NRCS																	
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		\$63.99	\$63.99				\$19.99				
Telephone Number/Trunk Group Establishment Charges																	
		DID Trunk Termination (One Per Port)			UEPPX	NDT	\$0.00	\$0.00	\$0.00				\$19.99				
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	\$0.00	\$0.00	\$0.00				\$19.99				
		DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND5	\$0.00	\$0.00	\$0.00				\$19.99				
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00				\$19.99				
		Reserve DID Numbers			UEPPX	NDY	\$0.00	\$0.00	\$0.00				\$19.99				
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15										
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																	
UNE Port/Loop Combination Rates																	
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1	1		UEPPB	UEPPR	\$36.02										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	2		UEPPB	UEPPR	\$44.49										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	3		UEPPB	UEPPR	\$55.39										
UNE Loop Rates																	
		2-Wire ISDN Digital Grade Loop - UNE Zone 1	1		UEPPB	UEPPR	\$27.20	\$234.48	\$159.54	\$105.79	\$21.07		\$19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 2	2		UEPPB	UEPPR	\$35.07	\$234.48	\$159.54	\$105.79	\$21.07		\$19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 3	3		UEPPB	UEPPR	\$45.97	\$234.48	\$159.54	\$105.79	\$21.07		\$19.99				
UNE Port Rate																	

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 2

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	ICS	USOC	RATES					OBS RATES					
							One	Five	Forty	Forty	Forty	One Order Shuffled One per LSR	One Order Shuffled Monthly per LSR	Incremental Change - Standard One Order vs. Standard-Add	Incremental Change - Standard One Order vs. Standard-Add1	Incremental Change - Standard One Order vs. Standard-Add 1st	Incremental Change - Standard One Order vs. Standard-Add
							Monthly	Monthly	Monthly								
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	\$8.42	\$146.54	\$106.97	\$85.57	\$21.47	\$2990	\$2000	\$2000	\$2000	\$2000	\$2000
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	\$0.0	\$77.01	\$54.04				\$19.99				
		ADDITIONAL NRCS															
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	\$0.35	\$0.00	\$0.00								
		B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/SESS)			UEPPB UEPPR	U1UCA	\$0.00	\$0.00	\$0.00								
		CVS (EWSO)			UEPPB UEPPR	U1UCB	\$0.00	\$0.00	\$0.00								
		CSD			UEPPB UEPPR	U1UCC	\$0.00	\$0.00	\$0.00								
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, TN, & TX)															
		CVS/CSD (DMS/SESS)			UEPPB UEPPR	U1UCD	\$0.00	\$0.00	\$0.00								
		CVS (EWSO)			UEPPB UEPPR	U1UCE	\$0.00	\$0.00	\$0.00								
		CSD			UEPPB UEPPR	U1UCF	\$0.00	\$0.00	\$0.00								
		USER TERMINAL PROFILE															
		User Terminal Profile (EWSO only)			UEPPB UEPPR	U1UMA	\$0.00	\$0.00	\$0.00								
		VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	\$5.55	\$0.00	\$0.00								
		INTEROFFICE CHANNEL MILEAGE															
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	\$17.51	\$107.11	\$48.27				\$0.0				
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	\$0.0339	\$0.00	\$0.00			\$0.0	\$0.0				
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1	1		UEPPP		\$198.29										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2	2		UEPPP		\$274.00										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3	3		UEPPP		\$423.41										
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1	1		UEPPP	USLAP	\$101.92	\$504.93	\$315.07	\$99.40	\$23.41		\$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 2	2		UEPPP	USLAP	\$177.63	\$504.93	\$315.07	\$99.40	\$23.41		\$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 3	3		UEPPP	USLAP	\$329.04	\$504.93	\$315.07	\$99.40	\$23.41		\$19.99				
		UNE Port Rate															
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	\$96.37	\$407.92	\$205.11	\$196.35	\$40.11		\$19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion - Switch-as-is			UEPPP	USACP	\$0.00	\$236.13	\$157.11				\$19.99				
		ADDITIONAL NRCS															

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 10

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	PCS	USOC	Fee	RATES				QSS RATES					
								Flat	Add'l	Flat	Add'l	Per Order Submitted Rate per LBR	Per Order Submitted Monthly per LBR	Incremental Charge - Month Per Order vs. Month-to-1st	Incremental Charge - Month Per Order vs. Month-to-Add'l	Incremental Charge - Month Per Order vs. Month-to-1st	Incremental Charge - Month Per Order vs. Month-to-Add'l
		4-Wire DS1 Loop / 4-Wire DDOITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDITB		\$28.85	\$28.85				\$19.99				
		4-Wire DS1 Loop / 4-Wire DDOITS Trunk Port - Subseqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDITG		\$28.85	\$28.85				\$19.99				
		4-Wire DS1 Loop / 4-Wire DDOITS Trunk Port - Subseqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDITD		\$28.85	\$28.85				\$19.99				
		4-Wire DS1 Loop / 4-Wire DDOITS Trunk Port - Subseqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDITTE		\$28.85	\$28.85				\$19.99				
		BIPOLAR 0 ZERO SUBSTITUTION															
		B8ZS - Superframe Format			UEPDC	COOSF		\$0.0	\$200.00				\$19.99				
		B8ZS - Extended Superframe Format			UEPDC	CODEF		\$0.0	\$200.00				\$19.99				
		Alternate Mark Inversion															
		AMI - Superframe Format			UEPDC	MCOSF		\$0.00	\$0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		\$0.00	\$0.00								
		Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX		\$0.00									
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY		\$0.00					\$19.99				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ		\$0.00					\$19.99				
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4		\$0.00	\$0.				\$19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5		\$0.00					\$19.99				
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6		\$0.00	\$0.00	\$0.00			\$19.99				
		Reserve DID Numbers			UEPDC	NDV		\$0.00	\$0.00	\$0.00			\$19.99				
		Dedicated DS1 (Intraoffice Channel Message) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDOITS Trunk Port															
		Intraoffice Channel Message - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1		\$79.88	\$188.15	\$148.16	\$28.44	\$20.42	\$19.99				
		Intraoffice Channel Message - Additional rate per mile - 0-8 miles			UEPDC	1LNOA		\$0.8820	\$0.00	\$0.00			\$19.99				
		Intraoffice Channel Message - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2		\$0.00	\$0.0	\$0.0							
		Intraoffice Channel Message - Additional rate per mile - 9-25 miles			UEPDC	1LNOB		\$0.8820	\$0.00	\$0.00							
		Intraoffice Channel Message - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3		\$0.00	\$0.00	\$0.00	\$0.00						
		Intraoffice Channel Message - Additional rate per mile - 25+ miles			UEPDC	1LNOC		\$0.8820	\$0.00	\$0.00							
		Local Number Portability, per DSO Activated			UEPDC	LNPCP		\$3.15	\$0.00	\$0.00	\$0.00						
		Central Office Terminating Point			UEPDC	CTG		\$0.00									
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
		Each System can have up to 24 combinations of rates depending on type and number of ports used															
		UNE DS1 Loop															
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC		\$101.82	\$0.00	\$0.00			\$19.99				
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC		\$177.83	\$0.00	\$0.00			\$19.99				
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC		\$329.04	\$0.00	\$0.00			\$19.99				
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															

BELLSOUTH / VnTee RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 11

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	DCS	USOC	RATES					OBS RATES						
							Pre	Post	Adj1	Post	Adj1	FORM1	FORM2	FORM3	FORM4	FORM5	FORM6	
							Pre	Post	Adj1	Post	Adj1	FORM1	FORM2	FORM3	FORM4	FORM5	FORM6	
		24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	\$115.89	\$0.00	\$0.00				\$19.99					
		48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	\$231.78	\$0.00	\$0.00				\$19.99					
		96 DS0 Channel Capacity - 1 per 4 DS1s			UEPMG	VUM96	\$463.56	\$0.00	\$0.00				\$19.99					
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	\$695.34	\$0.00	\$0.00				\$19.99					
		192 DS0 Channel Capacity - 1 per 8 DS1s			UEPMG	VUM192	\$927.12	\$0.00	\$0.00				\$19.99					
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	\$1,158.90	\$0.00	\$0.00				\$19.99					
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	\$1,390.68	\$0.00	\$0.00				\$19.99					
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	\$1,854.24	\$0.00	\$0.00				\$19.99					
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	\$2,317.80	\$0.00	\$0.00				\$19.99					
		576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM576	\$2,781.36	\$0.00	\$0.00				\$19.99					
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	\$3,244.92	\$0.00	\$0.00				\$19.99					
<p>Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations. Multiples of this configuration functioning as one are considered Adj1 after the minimum system configuration is counted.</p>																		
		NRC - Conversion (Currently Contract) with or without BellSouth Allowed Charges			UEPMG	USAC1	\$0.00	\$300.95	\$16.72				\$19.99					
<p>System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in Georgia Only</p>																		
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUMD4	\$0.00	\$718.11	\$488.04	\$148.75	\$17.65		\$19.99					
<p>Bipolar 8 Zero Substitution</p>																		
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	\$0.00	\$0.00	\$900.00				\$19.99					
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	\$0.00	\$0.00	\$900.00				\$19.99					
<p>Alternate Mark Inversion (AMI)</p>																		
		Superframe Format			UEPMG	MCO5F	\$0.00	\$0.00	\$0.00									
		Extended Superframe Format			UEPMG	MCOPO	\$0.00	\$0.00	\$0.00									
<p>Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports</p>																		
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	\$1.58	\$0.00	\$0.00	\$0.00	\$0.00		\$19.99					
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.58	\$0.00	\$0.00	\$0.00	\$0.00		\$19.99					
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	\$1.58	\$0.00	\$0.00	\$0.00	\$0.00		\$19.99					
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	\$8.20	\$0.00	\$0.00	\$0.00	\$0.00		\$19.99					
		2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	\$1.58	\$0.00	\$0.00				\$19.99					
		2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3	\$1.58	\$0.00	\$0.00				\$19.99					
<p>Feature Activations - Unbundled Loop Concentration</p>																		
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	\$0.64	\$25.39	\$13.41	\$4.19	\$4.19		\$19.99					

BELLSOUTH / VarTec RATES
Unbundled Network Elements
ALABAMA

Attachment 2
Exhibit C
Rates - Page 12

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	SCS	USOC	RATES					OBS RATES					
							Res	Flat	Adj1	Flat	Adj1	FCR02	FCR03	FCR04	FCR05	FCR06	FCR07
												See Order Submitted Else per LBN	See Order Submitted Monthly per LBN	Incremental Charge - Standard See Order vs. Electronic-Std	Incremental Charge - Standard See Order vs. Electronic-Adj1	Incremental Charge - Standard See Order vs. Electronic-Std Tot	Incremental Charge - Standard See Order vs. Electronic-Adj1 Tot
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	\$0.64	\$78.13	\$18.42	\$58.24	\$11.58						\$18.99
		Telephone Number Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NDT	\$0.00										
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	\$0.00	\$0.00	\$0.00								\$18.99
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	\$0.00	\$0.00	\$0.00								\$19.99
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00								
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00								
		Local Number Portability															
		Local Number Portability - 1 per port			UEPPX	LNPCP	\$3.15	\$0.00	\$0.00								
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only															
		All Features Available			UEPPX	UEPVF	\$5.55	\$0.00	\$0.00								\$19.99

BELLSOUTH / Y/Tee RATES
Unbundled Network Elements
FLORIDA

Attachment 2
ENR C
Rates - Page 13

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Area	SOS	USOC	Res	RATES				OBS RATES												
								Fees	Advt	Fees	Advt	SOS02	SOS03	SOS04	SOS05	SOS06	SOS07	SOS08	SOS09	SOS10				
																					Monthly	Monthly	Monthly	Monthly
																					See Order Submitted Rate per LUM	See Order Submitted Monthly per LUM	Incremental Charge - Manual See Order vs. Electronic-Lst	Incremental Charge - Manual See Order vs. Electronic-Advt
Geographically Deleveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deleveraged UNE Zones and applicable rates are established, Standalone rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deleveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_client/docs/interconnection/deleveraged.pdf to view Geographically Deleveraged UNE Zone Designations by Central Office.																								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																								
Exchange Ports																								
NOTE: Although the Port Rate includes all available features in QA & TN, the desired features will need to be ordered using retail USOCs																								
2-WIRE VOICE GRADE LINE PORT RATES (RES)																								
		Exchange Ports - 2-Wire Analog Line Port - Res.			UEPSR	UEPRL	\$1.62	\$4.78	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	\$1.62	\$4.78	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	\$1.62	\$4.78	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res.			UEPSR	UEPAF	\$1.62	\$4.78	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)			UEPSR	UEPAP	\$1.62	\$4.54	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Subsequent Activity			UEPSR	USASC	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$3.50	\$19.99											
		FEATURES																						
		All Available Vertical Features			UEPSR	UEPVF	\$3.40	\$0.0	\$0.0			\$3.5	\$19.99											
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																								
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	\$1.62	\$4.78	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller-ESM ID - Bus			UEPSB	UEPBC	\$1.62	\$4.78	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus			UEPSB	UEPBO	\$1.62	\$4.78	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	\$1.62	\$4.78	\$4.54	\$2.76	\$2.98	\$3.50	\$19.99											
		Subsequent Activity			UEPSB	USASC	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$3.50	\$19.99											
		FEATURES																						
		All Available Vertical Features			UEPSB	UEPVF	\$3.4	\$0.0	\$0.0			\$3.80	\$19.99											
EXCHANGE PORT RATES (DD & PBX)																								
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	\$9.58	\$248.44	\$37.49	\$113.88	\$7.12	\$3.50	\$19.99											
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	\$63.31	\$413.93	\$191.44	\$137.29	\$4.95		\$19.99											
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	\$10.20	\$195.34	\$108.00	\$68.37	\$20.98	\$3.50	\$19.99											
		All Features Offered			UEPTX	UEPSX	\$3.40	\$0.0	\$0.0															
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																								
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																								

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 18

CATEGORY	UNBUNDLED NETWORK ELEMENT	Inserts	Zone	PCS	WLOC	RATES					O&S RATES					
						Port	Port	Add'l	Port	Add'l	Per Order Subscribed Element per LSP	Per Order Subscribed Element per LSP	Incremental Charge - Standard Fee Order vs. Standard-Add'l	Incremental Charge - Standard Fee Order vs. Standard-Add'l	Incremental Charge - Standard Fee Order vs. Standard-Add'l	Incremental Charge - Standard Fee Order vs. Standard-Add'l
Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate		
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combes and the first and additional Port nonrecurring charges apply to Not Currently Combined Combes. For Currently Combined Combes in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1													
	2-Wire VG Loop/Port Combo - Zone 2		2													
	2-Wire VG Loop/Port Combo - Zone 3		3													
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX											
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX											
2-Wire Voice Grade Line Port Rates (Rate)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL											
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC											
	2-Wire voice unbundled port (business only) - res			UEPRX	UEPRO											
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF											
	2-Wire voice unbundled res, low usage line port with Caller ID (LLUM)			UEPRX	UEPAP											
FEATURES																
	All Features Offered			UEPRX	UEPVF											
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCL											
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-off-is			UEPRX	USAC2											
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC											
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2											

BELLSOUTH / VarTec RATES
Unbundled Network Elements
FLORIDA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	SIC	USOC	RATES					OSS RATES													
							Res	Flt	Adt	Plt	Aft	Per Order Submitted One per LBR	Per Order Submitted Monthly per LBR	Incremental Charge - Standard Per Order vs. Electronics-Std	Incremental Charge - Standard Per Order vs. Electronics-Adt	Incremental Charge - Standard Per Order vs. Electronics-Plt	Incremental Charge - Standard Per Order vs. Electronics-Aft								
							Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring														
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																									
UNE Port/Loop Combination Rates																									
		2-Wire VG Loop/Port Combo - Zone 1		1			\$18.25																		
		2-Wire VG Loop/Port Combo - Zone 2		2			\$18.55																		
		2-Wire VG Loop/Port Combo - Zone 3		3			\$25.60																		
UNE Loop Rates																									
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPBX	UEPLX	\$14.90																		
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPBX	UEPLX	\$18.51																		
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPBX	UEPLX	\$24.25																		
2-Wire Voice Grade Line Port (Bus)																									
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	\$1.35					\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	\$1.35					\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	\$1.35					\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPBI	\$1.35					\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
LOCAL NUMBER PORTABILITY																									
		Local Number Portability (1 per port)			UEPBX	LNPCX	\$0.35																		
FEATURES																									
		All Features Offered			UEPBX	UEPVF	\$3.40	\$0.0	\$0.0			\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																									
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switches-Is			UEPBX	USAC2		\$0.1954	\$0.1954			\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPBX	USACC		\$0.1954	\$0.1954			\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
ADDITIONAL NRCs																									
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2						\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																									
UNE Port/Loop Combination Rates																									
		2-Wire VG Loop/Port Combo - Zone 1		1			\$18.25																		
		2-Wire VG Loop/Port Combo - Zone 2		2			\$18.55																		
		2-Wire VG Loop/Port Combo - Zone 3		3			\$25.60																		
UNE Loop Rates																									
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	\$14.90																		
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	\$18.51																		
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	\$24.25																		
2-Wire Voice Grade Line Port Rates (RES - PBX)																									
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$1.35					\$3.5		\$21.55	\$21.55	\$3.84	\$3.84								
LOCAL NUMBER PORTABILITY																									
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5																		
FEATURES																									
		All Features Offered			UEPRG	UEPVF	\$3.40	\$0.0	\$0.0			\$3.50		\$21.55	\$21.55	\$3.84	\$3.84								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																									

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 17

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	USOC	USOC	RATES					OSB RATES					
							Res	Flt	Adt	Flt	Adt	OSB1	OSB2	OSB3	OSB4	OSB5	OSB6
							Per	Per	Per	Per	Per	Per Order Minimum per LBR	Per Order Minimum per LBR	Incremental Change - Month Per Order vs. Electronic-Adt	Incremental Change - Month Per Order vs. Electronic-Adt	Incremental Change - Month Per Order vs. Electronic-Flt	Incremental Change - Month Per Order vs. Electronic-Flt
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-Ae-Is			UEPRG	USAC2		\$15.82	\$3.80			\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Charge			UEPRG	USACC		\$15.82	\$3.80			\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$18.88				
		PBX Subsequent Activity - Charge/Rearrange Multiline Hunt Group						\$14.84	\$14.84			\$3.5	\$18.88				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1				\$16.25									
		2-Wire VG Loop/Port Combo - Zone 2		2				\$19.85									
		2-Wire VG Loop/Port Combo - Zone 3		3				\$25.80									
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX		\$14.80									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX		\$18.51									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX		\$24.25									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled PBX LD Terminal Port			UEPPX	UEPLD		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPKA		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Port			UEPPX	UEPKB		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPKD		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPKD		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDO Capable Port			UEPPX	UEPKD		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPKL		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPKM		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPKO		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPKB		\$1.35				\$3.50		\$21.55	\$21.55	\$3.84	\$3.84
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCL		\$3.15									
		FEATURES															
		All Features Offered			UEPPX	UEPVF		\$3.40	\$0.0	\$0.0				\$21.55	\$21.55	\$3.84	\$3.84
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-Ae-Is			UEPPX	USAC2		\$15.82	\$3.80					\$21.55	\$21.55	\$3.84	\$3.84
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Charge			UEPPX	USACC		\$15.82	\$3.80					\$21.55	\$21.55	\$3.84	\$3.84
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$18.88				

BELLSOUTH / VarTec RATES
Unbundled Network Elements
FLORIDA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	PCS	USOC	RATES					OSS RATES								
							Rate	Flat	Add'l	Flat	Add'l	One Order Submitted Rate per LPT	One Order Submitted Monthly per LPT	Incremental Charge - Month One Order vs. Month-to-Mo	Incremental Charge - Month One Order vs. Month-to-Mo	Incremental Charge - Month One Order vs. Month-to-Mo	Incremental Charge - Month One Order vs. Month-to-Mo			
																		Rate	Flat	Add'l
		PEX Subsequent Activity - Charge/Rearrange Multiple Hunt Group						\$14.64		\$14.64			\$3.5		\$19.99					
		3-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																		
		UNE Port/Loop Combination Rates																		
		2-Wire VG Coin Port/Loop Combo - Zone 1																		
		2-Wire VG Coin Port/Loop Combo - Zone 2																		
		2-Wire VG Coin Port/Loop Combo - Zone 3																		
		UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1				UEPCO	UEPLX													
		2-Wire Voice Grade Loop (SL1) - Zone 2				UEPCO	UEPLX													
		2-Wire Voice Grade Loop (SL1) - Zone 3				UEPCO	UEPLX													
		2-Wire Voice Grade Line Parts (COIN)																		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)				UEPCO	UEPZF							\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)				UEPCO	UEPFA							\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)				UEPCO	UEPCG							\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)				UEPCO	UEPRK							\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)				UEPCO	UEPOF							\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)				UEPCO	UEPCQ							\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-Wire 2-Way Smartline with 900/976 (all states except LA)				UEPCO	UEPCK							\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)				UEPCO	UEPCR							\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		ADDITIONAL UNE COIN PORT/LOOP (FC)																		
		UNE Coin Port/Loop Combo Usage (Flat Rate)				UEPCO	URECU		\$1.88	\$0.0	\$0.0									
		LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per 0910)				UEPCO	LNPCX													
		NONRECURRING CHARGES - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch - 98-14				UEPCO	USAC2			\$0.20	\$0.20			\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change				UEPCO	USACC			\$0.20	\$0.20			\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		ADDITIONAL NRCS																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity				UEPCO	USAS2			\$0.0	\$0.0			\$3.5		\$21.99		\$21.99	\$3.04	\$3.04
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																		
		UNE Port/Loop Combination Rates																		
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3																
		UNE Loop Rates																		
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1		UEPPX	UECD1		\$18.48	\$218.96	\$198.44	\$113.41	\$20.58		\$19.99					
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2		UEPPX	UECD1		\$22.43	\$218.96	\$198.44	\$113.41	\$20.58		\$19.99					
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3		UEPPX	UECD1		\$27.67	\$218.96	\$198.44	\$113.41	\$20.58		\$19.99					

BELLSOUTH / VerTec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 19

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Rate	BCS	USOC	RATES					OBS RATES					
							Pre	Post	Adj1	Post	Adj1	BSCH2	BSCH3	BSCH4	BSCH5	BSCH6	BSCH7
							Per	Per	Per	Per	Per	Per Order Submitted (Line per LSN)	Per Order Submitted Monthly (per LSN)	Incremental Charge - Month (Per Order vs. BaseRate-Adj1)	Incremental Charge - Month (Per Order vs. BaseRate-Adj1)	Incremental Charge - Month (Per Order vs. BaseRate-Adj1)	Incremental Charge - Month (Per Order vs. BaseRate-Adj1)
UNE Port Rate																	
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	\$0.38	\$264.44	\$37.49	\$113.28	\$7.12						\$19.99
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switches-to			UEPPX	USAC1		\$14.85	\$3.73								\$19.99
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges			UEPPX	USA1C		\$14.85	\$3.73								\$19.99
ADDITIONAL NRCS																	
		2-Wire DID Subsequent Activity - Adj Trunks, Per Trunk			UEPPX	USAB1		\$53.57	\$53.57								\$19.99
Telephone Number/Trunk Group Establishment Charges																	
		DID Trunk Termination (One Per Port)			UEPPX	NDT	\$0.00	\$0.00	\$0.00								\$19.99
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	\$0.00	\$0.00	\$0.00								\$19.99
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	\$0.00	\$0.00	\$0.00								\$19.99
		DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND5	\$0.00	\$0.00	\$0.00								\$19.99
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00								\$19.99
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00								\$19.99
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15										
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																	
UNE Port/Loop Combination Rates																	
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1	1		UEPPB	UEPPR	\$30.99										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	2		UEPPB	UEPPR	\$36.41										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	3		UEPPB	UEPPR	\$38.89										
UNE Loop Rates																	
		2-Wire ISDN Digital Grade Loop - UNE Zone 1	1		UEPPB	UEPPR	USL2X	\$22.48	\$238.33	\$155.81	\$111.10	\$18.28					\$19.99
		2-Wire ISDN Digital Grade Loop - UNE Zone 2	2		UEPPB	UEPPR	USL2X	\$27.90	\$238.33	\$155.81	\$111.10	\$18.28					\$19.99
		2-Wire ISDN Digital Grade Loop - UNE Zone 3	3		UEPPB	UEPPR	USL2X	\$30.78	\$238.33	\$155.81	\$111.10	\$18.28					\$19.99
UNE Port Rate																	
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	\$8.61	\$155.34	\$108.00	\$63.67	\$20.89					\$19.99
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	\$0.0	\$98.75	\$54.04							\$19.99
ADDITIONAL NRCS																	
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	\$0.35	\$0.00	\$0.00							
8-CHANNEL USER PROFILE ACCESS:																	
		CVS/CSD (OMS/5ESS)			UEPPB	UEPPR	UTUCA	\$0.00	\$0.00	\$0.00							

BELLSOUTH / VerFec RATES
Unbundled Network Elements
FLORIDA

CATEGORY	CODES	UNBUNDLED NETWORK ELEMENT	Interf	Zone	ICS	USOC	RATES					OBS RATES					
							Rate	Post	Adj1	Post	Adj1	See Order Subscribed Etc per LSR	See Order Subscribed Monthly per LSR	Incremental Charge - Manual See Order vs. Standard-1st	Incremental Charge - Manual See Order vs. Standard-Add1	Incremental Charge - Manual See Order vs. Standard-Over 1st	Incremental Charge - Manual See Order vs. Standard-Over Add1
							Rate	Post	Adj1	Rate	Post	Adj1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		CVS (EWSD)			UEPPB UEPPR	U1UCB	\$0.00	\$0.00	\$0.00								
		CSD			UEPPB UEPPR	U1UCC	\$0.00	\$0.00	\$0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MI, SC, MS, & TN)																	
		USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	\$0.00	\$0.00	\$0.00								
		VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	\$3.40	\$0.00	\$0.00								
		INTEROFFICE CHANNEL MILEAGE															
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	\$19.31	\$81,011.000000	\$24.83								
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	\$0.0088	\$0.00	\$0.00			\$0.0	\$0.0				
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		\$187.87										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		\$215.07										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		\$290.08										
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	\$92.48	\$905.12	\$315.09	\$82.85	\$21.89				\$19.99		
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	\$119.88	\$905.12	\$315.18	\$82.85	\$21.89				\$19.99		
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	\$194.70	\$905.12	\$315.18	\$127.85	\$33.08				\$19.99		
		UNE Port Rate															
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	\$95.39	\$417.51	\$203.18	\$149.75	\$37.95				\$19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Connection Switch Fee			UEPPP	USACP	\$0.00	\$247.97	\$157.17						\$19.99		
		ADDITIONAL NRCS															
		4-Wire DS1 Loop/4-W ISDN Digi Trk Port - Subseqt Achy-Inward Tel Nos. within Std Allowance			UEPPP	PR7TF		\$0.9904							\$19.99		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		\$23.02	\$23.02						\$19.99		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos. Above Std Allowance			UEPPP	PR7ZT		\$48.05	\$48.05						\$19.99		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP	LNPCN	\$1.75										
		INTERFACE (Provisioning Only)															
		Voice/Data			UEPPP	PR71V	\$0.00	\$0.00	\$0.00								
		Digital Data			UEPPP	PR71D	\$0.00	\$0.00	\$0.00								
		Inward Data			UEPPP	PR71E	\$0.00	\$0.00	\$0.00								
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	\$0.00	\$29.05							\$19.99		

BELLSOUTH / VerTec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
EINR C
Rates - Page 21

CATEGORY	NOTES	SCHEDULED NETWORK ELEMENT	Units	Zone	NCS	USOC	RATES					OSS RATES						
							Rec	Flt	ADD	Flt	ADD	PERSEC	OSWHL	OSWHL	OSWHL	OSWHL	OSWHL	OSWHL
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	\$0.00	\$28.05					\$19.99					
		New or Additional Inward Data B Channel			UEPPP	PR7BD	\$0.00	\$28.05					\$19.99					
		New or Additional Usage Sensitive Voice Data B Channel			UEPPP	PR7BS	\$0.00	\$29.05					\$19.19					
		New or Additional Usage Sensitive Digital Data B Channel			UEPPP	PR7BU	\$0.00	\$28.05					\$19.99					
CALL TYPES																		
		Inward			UEPPP	PR7C1	\$0.00	\$0.00	\$0.00									
		Outward			UEPPP	PR7C0	\$0.00	\$0.00	\$0.00									
		Two-way			UEPPP	PR7CC	\$0.00	\$0.00	\$0.00									
Interoffice Channel Mileage																		
		Fixed Each Including First Mile			UEPPP	1LN1A	\$100.9913	\$45.91	\$44.18	\$30.30			\$19.99					
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	\$0.9013											
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																		
UNE Port/Loop Combination Rates																		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1	1		UEPDC		\$195.79											
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2	2		UEPDC		\$182.99						\$19.99					
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3	3		UEPDC		\$258.01						\$19.99					
UNE Loop Rates																		
		4-Wire DS1 Digital Loop - UNE Zone 1	1		UEPDC	USLDC	\$92.48	\$905.12	\$315.18	\$82.85	\$21.99		\$19.99					
		4-Wire DS1 Digital Loop - UNE Zone 2	2		UEPDC	USLDC	\$119.99	\$905.12	\$315.18	\$82.85	\$21.99		\$19.99					
		4-Wire DS1 Digital Loop - UNE Zone 3	3		UEPDC	USLDC	\$194.70	\$905.12	\$315.18	\$127.85	\$33.05		\$19.99					
UNE Port Rate																		
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	\$83.31	\$413.99	\$191.44	\$137.29	\$4.65		\$19.99					
NONRECURRING CHARGES - CURRENTLY COMBINED																		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switching			UEPDC	USAC4		\$298.99	\$134.07				\$19.99					
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		\$298.99	\$134.07				\$19.99					
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		\$298.99	\$134.07				\$19.99					
ADDITIONAL NRCs																		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		\$28.99	\$28.99				\$19.99					
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		\$28.99	\$28.99				\$19.99					
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqnt Channel Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTC		\$28.99	\$28.99				\$19.99					
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqnt Chan Activation/Chan - Inward Trunk with DID			UEPDC	UDTTD		\$28.99	\$28.99				\$19.99					
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		\$28.99	\$28.99				\$19.99					
BIPOLAR 8 ZERO SUBSTITUTION																		
		B8Z5 - Superframe Format			UEPDC	CCOSF		\$0.00	\$65.00				\$19.99					
		B8Z5 - Extended Superframe Format			UEPDC	CCOEF		\$0.00	\$65.00				\$19.99					
Alternate Mark Inversion																		
		AMI - Superframe Format			UEPDC	MCOSF		\$0.00	\$0.00									
		AMI - Extended Superframe Format			UEPDC	MCOFO		\$0.00	\$0.00									

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BELLSOUTH / VarTec RATES
Unbundled Network Elements
FLORIDA

Attachment 2
Exhibit C
Rates - Page 22

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	WCS	WIOC	RATES					OSS RATES						
							Residential	Business	Residential	Business	Residential	Business	Incremental Change - Standard One Order vs. Standard-1st	Incremental Change - Standard One Order vs. Standard-1st	Incremental Change - Standard One Order vs. Standard-1st	Incremental Change - Standard One Order vs. Standard-1st		
							Rate	Rate	Adj1	Rate	Rate	Adj1	OC000C	OC000P	OC000S	OC000M	OC000B	OC000T
Telephone Number/Trunk Group Establishment Charges																		
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	\$0.00											
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	\$0.00										\$19.99	
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	\$0.00										\$19.99	
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	\$0.00	\$0.00	\$0.00								\$19.99	
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	\$0.00										\$19.99	
		DID Numbers, Non-consecutive DID Numbers, Per Number			UEPDC	ND5	\$0.00										\$19.99	
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	\$0.00	\$0.00	\$0.00								\$19.99	
		Reserve DID Numbers			UEPDC	NDV	\$0.00	\$0.00	\$0.00								\$19.99	
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDT 8 Trunk Port																		
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	\$99.79	\$45.91	\$44.18	\$30.30	\$26.70						\$19.99	
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	\$0.6013	\$0.00	\$0.00								\$19.99	
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	\$0.00	\$0.0	\$0.0									
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	\$0.6013	\$0.00	\$0.00									
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	\$0.00	\$0.00	\$0.00	\$0.00								
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOG	\$0.6013	\$0.00	\$0.00									
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	\$3.15	\$0.00	\$0.00	\$0.00								
		Central Office Terminating Point			UEPDC	CTG	\$0.00											
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																		
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																		
Each System can have up to 24 combinations of rates depending on type and number of ports used																		
UNE DS1 Loop																		
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC	\$92.48	\$0.00	\$0.00								\$19.99	
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC	\$119.69	\$0.00	\$0.00									\$19.99
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC	\$194.70	\$0.00	\$0.00									\$19.99
UNE DS0 Channelization Capacities (D4 Channel Bank Configurations)																		
		24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	\$123.64	\$0.00	\$0.00								\$19.99	
		48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	\$247.28	\$0.00	\$0.00									\$19.99
		96 DS0 Channel Capacity - 1 per 4 DS1s			UEPMG	VUM96	\$494.56	\$0.00	\$0.00									\$19.99
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	\$741.84	\$0.00	\$0.00									\$19.99
		192 DS0 Channel Capacity - 1 per 8 DS1s			UEPMG	VUM192	\$989.12	\$0.00	\$0.00									\$19.99
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	\$1,236.40	\$0.00	\$0.00									\$19.99
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	\$1,483.68	\$0.00	\$0.00									\$19.99
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	\$1,978.24	\$0.00	\$0.00									\$19.99
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	\$2,472.80	\$0.00	\$0.00									\$19.99
		576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM576	\$2,967.36	\$0.00	\$0.00									\$19.99
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	\$3,461.92	\$0.00	\$0.00									\$19.99

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 FLORIDA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Start	End	SCS	MISC	RATES					OBS RATES											
							Res	Flat	Adj1	Flat	Adj1	OSRSC	OSRSM	OSRST	OSRST	OSRSM	OSRST						
							Recurring	Recurring	Recurring	Recurring	Recurring	One Order Submitted Else per LSR	One Order Submitted Monthly per LSR	Incremental Charge - Standard One Order vs. Standard-Flat	Incremental Charge - Standard One Order vs. Standard-Adj1	Incremental Charge - Standard One Order vs. Standard-Flat	Incremental Charge - Standard One Order vs. Standard-Adj1						
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																					
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																					
		Multiples of this configuration functioning as one are considered Adj1 after the minimum system configuration is counted.																					
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Charges			UEPMG	USAC4	\$0.00	\$310.80	\$16.72						\$19.99								
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																					
		New (Not Currently Combined) in Georgia Only																					
		NRC - 1 DS1/D4 Channel Bank - Adj NRC for each Port and Assoc. Feature Activation - New GA Only			UEPMG	VUMD4	\$0.00	\$726.11	\$468.21	\$146.32	\$17.84				\$19.99								
		Bi-polar 0 Zero Substitution																					
		Clear Channel Capability Format - superframe - Subsequent Activity Only			UEPMG	CCOSF	\$0.00	\$0.00	\$665.00						\$19.99								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	\$0.00	\$0.00	\$665.00						\$19.99								
		Alternate Mark Inversion (AMI)																					
		Superframe Format			UEPMG	MCO5F	\$0.00	\$0.00	\$0.00														
		Extended Superframe Format			UEPMG	MCOPO	\$0.00	\$0.00	\$0.00														
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																					
		Exchange Ports																					
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00				\$19.99								
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00				\$19.99								
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEPIX	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00				\$19.99								
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	\$0.36	\$0.00	\$0.00	\$0.00	\$0.00				\$19.99								
		Feature Activations - Unbundled Loop Concentration																					
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	\$0.67	\$25.40	\$13.41	\$3.96	\$3.96				\$19.99								
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	\$0.67	\$76.16	\$16.42	\$66.09	\$10.95				\$19.99								
		Telephone Number Group Establishment Charges for DID Service																					
		DID Trunk Termination (1 per Port)			UEPPX	NDT	\$0.00																
		Equip Tel Gp and Provide 1st 20 DID Nos. (FL, GA, NC, & SC)			UEPPX	NDZ	\$0.00	\$0.00	\$0.00						\$19.99								
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	\$0.00	\$0.00	\$0.00						\$19.99								
		Non-Consecutive DID Numbers - per number			UEPPX	ND6	\$0.00	\$0.00	\$0.00						\$19.99								
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00														
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00														
		Local Number Portability																					
		Local Number Portability - 1 per port			UEPPX	LNPCP	\$3.15	\$0.00	\$0.00														
		FEATURES - Vertical and Optional																					
		Local Switching Features Offered with Line Side Ports Only																					
		All Features Available			UEPPX	UEPVF	\$3.40	\$0.00	\$0.00						\$19.99								

BELLSOUTH / VarTec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
BNSR C
Rates - Page 25

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Service	Level	RCS	USOC	RATES					OBS RATES					
							Res	Port	Add'l	Port	Add'l	See Order Submitted Rate per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Month See Order vs. Standard-Add'l	Incremental Charge - Month See Order vs. Standard-Add'l	Incremental Charge - Month See Order vs. Standard-Add'l	Incremental Charge - Month See Order vs. Standard-Add'l
Geographically Deleveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deleveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deleveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.innarcconnection.bellsouth.com/become_clec/docs/innarcconnection/become_clec.pdf to view Geographically Deleveraged UNE Zone Designations by Central Office.																	
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
Exchange Ports																	
NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																	
2-WIRE VOICE GRADE LINE PORT RATES (RES)																	
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEP8R	UEP8L	\$1.85	\$17.16	\$17.16			\$3.50	\$18.94	\$8.42			
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEP8R	UEP8C	\$1.85	\$17.16	\$17.16			\$3.50	\$18.94	\$8.42			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEP8R	UEP8O	\$1.85	\$17.16	\$17.16			\$3.50	\$18.94	\$8.42			
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEP8R	UEP8P	\$1.85	\$17.16	\$17.16			\$3.50	\$18.94	\$8.42			
		Subsequent Activity			UEP8R	USASC	\$0.0	\$0.0	\$0.0			\$3.50	\$18.99				
	FEATURES	All Available Vertical Features			UEP8R	UEP8V	\$0.0	\$0.0	\$0.0			\$3.5	\$18.94	\$8.42			
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																	
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEP8B	UEP8L	\$1.85	\$17.16	\$17.16			\$3.50	\$18.94	\$8.42			
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller-E484 ID - Bus			UEP8B	UEP8C	\$1.85	\$17.16	\$17.16			\$3.50	\$18.94	\$8.42			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus			UEP8B	UEP8O	\$1.85	\$17.16	\$17.16			\$3.50	\$18.94	\$8.42			
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEP8B	UEP8I	\$1.85	\$17.16	\$17.16			\$3.50	\$18.94	\$8.42			
		Subsequent Activity			UEP8B	USASC	\$0.0	\$0.0	\$0.0			\$3.50	\$18.99				
	FEATURES	All Available Vertical Features			UEP8B	UEP8V	\$0.0	\$0.0	\$0.0			\$3.50	\$18.94	\$8.42			
EXCHANGE PORT RATES (DID & PBX)																	
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	\$11.35	\$81.91	\$81.91			\$3.50	\$19.99				
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	\$120.80	\$108.36	\$80.86			\$3.50	\$19.99				
		Exchange Ports - 2-Wire ISDN Port (See Notes below)			UEPTX	UEP8X	\$19.47	\$47.37	\$47.37			\$3.50	\$39.99	\$39.99			

BELLSOUTH / VarTco RATES
 Unbundled Network Elements
 GEORGIA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Market	Zone	ICS	USOC	RATES					OSB RATES					
							Res	Pre	Advt	Post	Advt	Per Order Submitted Rate per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Shared Per Order vs. Standalone-1st	Incremental Charge - Shared Per Order vs. Standalone-Advt 1st	Incremental Charge - Shared Per Order vs. Standalone-1st Advt	Incremental Charge - Shared Per Order vs. Standalone-Advt
							\$0.0	\$0.0	\$0.0								
		All Features Offered			UEPTX UEPSX	UEPVF	\$0.0	\$0.0	\$0.0								
		NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
		NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
		Exchange Ports - 2-Wire ISDN Port - Channel Profiles			UEPTX UEPSX	U1UMA	\$0.0	\$0.0	\$0.0								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	\$163.18	\$166.80	\$166.80			\$3.50	\$37.80	\$37.80			
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire Voice Unbundled 2-Way PBX Usage Port			UEPSP	UEPKA	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPKB	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPSP	UEPXC	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPKD	\$1.85	\$17.15	\$17.15			\$3.50	\$18.94	\$8.42			

BELLSOUTH / VeriSec RATES
 Unbundled Network Elements
 GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	PCS	USOC	RATES					OBS RATES					
							Res	Post	AdT	Post	AdT	See Order Submitted Rate per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Shared See Order vs. Standalone-AdT	Incremental Charge - Shared See Order vs. Standalone-AdT	Incremental Charge - Shared See Order vs. Standalone-AdT	Incremental Charge - Shared See Order vs. Standalone-AdT
							Res	Post	AdT	Post	AdT						
							Res	Post	AdT	Post	AdT	Res	Post	AdT	Res	Post	AdT
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	\$1.65	\$17.16	\$17.16			\$3.50	\$18.94	\$8.45			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	\$1.65	\$17.16	\$17.16			\$3.50	\$18.94	\$8.45			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	\$1.65	\$17.16	\$17.16			\$3.50	\$18.94	\$8.45			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	\$1.65	\$17.16	\$17.16			\$3.50	\$18.94	\$8.45			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port Subsequent Activity			UEPSP	UEPXS	\$1.65	\$17.16	\$17.16			\$3.50	\$18.94	\$8.45			
	FEATURES				UEPSP	USASC	\$0.0	\$0.0	\$0.0			\$3.50	\$18.94	\$8.45			
		All Available Vertical Features			UEPSP	UEPSE	\$0.0	\$0.0	\$0.0			\$3.5	\$18.94	\$8.45			
	EXCHANGE PORT RATES (CON)																
		Exchange Ports - Coin Port					\$2.05	\$17.16	\$17.16			\$3.90	\$18.94	\$8.45			
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
		End Office Switching (Port Usage)															
		End Office Switching Function, Per MOU					\$0.0016333										
		End Office Trunk Port - Shared, Per MOU					\$0.001854										
		Tandem Switching (Port Usage) (Local or Access Tandem)															
		Tandem Switching Function Per MOU					\$0.0005757					\$3.50					
		Tandem Trunk Port - Shared, Per MOU					\$0.002128					\$3.50					
		Common Transport															
		Common Transport - Per Mile, Per MOU					\$0.000006										
		Common Transport - Facilities Termination Per MOU					\$0.0004152										
UNBUNDLED PORT/LOOP COMBINATIONS																	
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	

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BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
Exhibit C
Rates - Page 28

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interio	Zone	SCB	USOC	Port	RATES				OBS RATES					
								Port	Add'l	Port	Add'l	One Order Submitted Fee per LSR	One Order Submitted Monthly Fee per LSR	Incremental Charge - Standard One Order vs. Standard-Add'l	Incremental Charge - Standard One Order vs. Standard-Add'l	Incremental Charge - Standard One Order vs. Standard-Add'l	Incremental Charge - Standard One Order vs. Standard-Add'l
SCB	SCB	SCB	SCB	SCB	SCB	SCB	SCB	SCB	SCB	SCB	SCB	SCB	SCB	SCB			
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																	
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																	
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Core Port/Loop Combinations.																	
For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combination Rates																	
				1													
				2													
				3													
UNE Loop Rates																	
				1	UEPRX	UEPLX											
				2	UEPRX	UEPLX											
				3	UEPRX	UEPLX											
2-Wire Voice Grade Line Port Rates (Res)																	
					UEPRX	UEPRL	\$1.79	\$22.14	\$15.25	\$8.45	\$3.91	\$3.90	\$33.67	\$7.88			
					UEPRX	UEPRC	\$1.79	\$22.14	\$15.25	\$8.45	\$3.91	\$3.90	\$37.06	\$7.88			
					UEPRX	UEPRO	\$1.79	\$22.14	\$15.25	\$8.45	\$3.91	\$3.90	\$33.67	\$7.88			
					UEPRX	UEPAP	\$1.79	\$22.14	\$15.25	\$8.45	\$3.91	\$3.90	\$33.67	\$7.88			
FEATURES																	
					UEPRX	UEPVF	\$0.00	\$0.0	\$0.0				\$3.5	\$33.67	\$7.88		
LOCAL NUMBER PORTABILITY																	
					UEPRX	LNPCX	\$0.36										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
					UEPRX	USAC2	\$2.01	\$0.3108					\$3.90	\$33.67	\$7.88		
					UEPRX	USACC	\$2.01	\$0.3108					\$3.90	\$33.67	\$7.88		
ADDITIONAL NRCs																	
					UEPRX	USAS2	\$0.0	\$0.0	\$0.0				\$3.90	\$19.99			

BELLSOUTH / Yatec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
Exhibit C
Rates - Page 28

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	SOS	SBOC	RATES					OBS RATES					
							Res	Port	Adst	Post	Adst	Per Order Submitted (Res per LBN)	Per Order Submitted Monthly per LBN	Incremental Charge - Based (Per Order vs. Electronic-Adst)	Incremental Charge - Based (Per Order vs. Electronic-Post)	Incremental Charge - Based (Per Order vs. Electronic-Adst)	Incremental Charge - Based (Per Order vs. Electronic-Post)
							Res	Port	Adst	Post	Adst	Per Order Submitted (Res per LBN)	Per Order Submitted Monthly per LBN	Incremental Charge - Based (Per Order vs. Electronic-Adst)	Incremental Charge - Based (Per Order vs. Electronic-Post)	Incremental Charge - Based (Per Order vs. Electronic-Adst)	Incremental Charge - Based (Per Order vs. Electronic-Post)
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1													
		2-Wire VG Loop/Port Combo - Zone 2		2													
		2-Wire VG Loop/Port Combo - Zone 3		3													
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPBX	UEPLX	\$10.00										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPBX	UEPLX	\$12.47										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPBX	UEPLX	\$19.93										
2-Wire Voice Grade Line Port (Bus)																	
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	\$1.75	\$22.14	\$15.25	\$8.45	\$3.91	\$3.50		\$33.67	\$7.95		
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	\$1.75	\$22.14	\$15.25	\$8.45	\$3.91	\$3.50		\$33.67	\$7.95	\$11.17	
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	\$1.75	\$22.14	\$15.25	\$8.45	\$3.91	\$3.50		\$33.67	\$7.95		
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	\$1.75	\$22.14	\$15.25	\$8.45	\$3.91	\$3.50		\$33.67	\$7.95		
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)				LNPCX	\$0.35										
FEATURES																	
		All Features Offered			UEPBX	UEPVF	\$0.00	\$0.0	\$0.0			\$3.5		\$33.67	\$7.95		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		\$2.01	\$0.3108			\$3.50		\$33.67	\$7.95		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPBX	USACC		\$2.01	\$0.3108			\$3.50		\$33.67	\$7.95		
ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2						\$3.50		\$33.67	\$7.95		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1													
		2-Wire VG Loop/Port Combo - Zone 2		2													
		2-Wire VG Loop/Port Combo - Zone 3		3													
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	\$10.00										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	\$12.47										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	\$19.93										
2-Wire Voice Grade Line Port Rates (RES - PBX)																	
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$1.75	\$22.14	\$15.25	\$8.45	\$3.91	\$3.50		\$33.67	\$7.95		
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5										
FEATURES																	
		All Features Offered			UEPRG	UEPVF	\$0.00	\$0.0	\$0.0			\$3.5		\$33.67	\$7.95		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	

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BELLSOUTH / VarTec RATES
Unbundled Network Elements
GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	BCS	USOC	Fee	RATES				OBS RATES						
								Nonrecurring		Recurring		Per Order Submitted One per LBN	Per Order Submitted Monthly per LBN	Incremental Charge - Manual One Order vs. Electronic-1st	Incremental Charge - Manual One Order vs. Electronic-Add'l	Incremental Charge - Manual One Order vs. Electronic-One 1st	Incremental Charge - Manual One Order vs. Electronic-One Add'l	
								Flat	Adtl	Flat	Adtl							
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		\$2.01	\$0.3108			\$3.50		\$33.67	\$7.88			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		\$2.01	\$0.3108			\$3.50		\$33.67	\$7.88			
ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0		\$3.50	\$18.99						
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						\$14.64	\$14.64		\$3.5	\$18.99						
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																		
LINE Port/Loop Combination Rates																		
		2-Wire VG Loop/Port Combo - Zone 1		1				\$12.58										
		2-Wire VG Loop/Port Combo - Zone 2		2				\$14.28										
		2-Wire VG Loop/Port Combo - Zone 3		3				\$21.62										
LINE Loop Rates																		
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX		\$10.80										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX		\$12.47										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX		\$19.83										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																		
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		Line Side Unbundled Outgoing PBX Trunk Port - Bus			UEPPX	UEPPQ	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPKA	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$37.08	\$7.88			
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPKB	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPKC	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPKD	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPKM	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPKO	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPKS	\$1.75	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.88			
LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15											
FEATURES																		
		All Features Offered			UEPPX	UEPVF	\$0.00	\$0.0	\$0.0		\$3.5		\$33.67	\$7.88				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		\$2.01	\$0.3108			\$3.50		\$33.67	\$7.88			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		\$2.01	\$0.3108			\$3.50		\$33.67	\$7.88			
ADDITIONAL NRCs																		

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	NCC	WFOC	RATES					OSS RATES					
							Res	Nonrecuring		Recurring		Per Order Submitted Rate per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Standard Per Order vs. Standard-Std	Incremental Charge - Manual Per Order vs. Standard-Std	Incremental Charge - Manual Per Order vs. Standard-Std 1st	Incremental Charge - Manual Per Order vs. Standard-Std Adj1
								Flat	Adj1	Flat	Adj1						
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$19.99				
		PBX Subsequent Activity - Change/Rearrange MultiLine Hunt Group						\$14.64	\$14.64			\$3.5	\$19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo - Zone 1											\$12.69				
		2-Wire VG Coin Port/Loop Combo - Zone 2											\$14.36				
		2-Wire VG Coin Port/Loop Combo - Zone 3											\$21.72				
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$10.80										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	\$12.47										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	\$19.63										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way with Operator Screening (GA)			UEPCO	UEPGC	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.86		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (GA)			UEPCO	UEP2G	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.86		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)			UEPCO	UEPGA	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.86		
		2-Wire Coin 2-Way with Operator Screening and 800/976 Blocking (GA)			UEPCO	UEPGB	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.86		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (GA)			UEPCO	UEPCH	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.86		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.86		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$3.50		\$33.67	\$7.86		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$8.5		\$33.67	\$7.86		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	\$1.89	\$22.14	\$15.25	\$6.45	\$3.91	\$3.5		\$33.67	\$7.86		
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	\$3.99	\$0.00	\$0.00								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	\$0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		\$2.01	\$0.3106			\$3.50		\$33.67	\$7.86		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPCO	USACC		\$2.01	\$0.31			\$3.50		\$33.67	\$7.86		
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		\$0.0	\$0.0			\$3.50		\$33.67	\$7.86		
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															

BELLSOUTH / VerTec RATES
Unbundled Network Elements
GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT										RATES						OBS RATES					
		Inserts	Zone	SCS	WOC	Fee	Post	Adt	Post	Adt	SOSEC	SOSEC	SOSEC	SOSEC	SOSEC	SOSEC	SOSEC	SOSEC					
	UNE Port/Loop Combination Rates																						
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			\$28.19																	
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			\$30.80																	
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			\$42.27																	
	UNE Loop Rates																						
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	\$18.64	\$104.17	\$78.10				\$19.99											
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	\$18.45	\$104.17	\$78.10				\$19.99											
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	\$30.92	\$104.78	\$104.10				\$19.99											
	UNE Port Rate																						
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	\$11.35	\$81.91	\$81.91				\$19.99											
	NONRECURRING CHARGES - CURRENTLY COMBINED																						
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1	\$93.36	\$93.36	\$93.36				\$19.99											
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges			UEPPX	USA1C	\$93.36	\$93.36	\$93.36				\$19.99											
	ADDITIONAL NRCs																						
	Telephone Number/Trunk Group Establishment Charges																						
	DID Trunk Termination (One Per Port)			UEPPX	NDT	\$0.00	\$0.00	\$0.00				\$19.99											
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	\$0.00	\$0.00	\$0.00				\$19.99											
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	\$0.00	\$0.00	\$0.00				\$19.99											
	DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND5	\$0.00	\$0.00	\$0.00				\$19.99											
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00				\$19.99											
	Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00				\$19.99											
	LOCAL NUMBER PORTABILITY																						
	Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15																	
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																						
	UNE Port/Loop Combination Rates																						
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		\$35.36																	
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		\$38.74																	
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		\$53.64																	
	UNE Loop Rates																						
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	\$21.88	\$252.32	\$188.77				\$19.99											
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	\$25.27	\$252.32	\$188.77				\$19.99											
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	\$40.17	\$252.32	\$188.77				\$19.99											
	UNE Port Rate																						
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	\$13.47	\$47.37	\$47.37				\$19.99											
	NONRECURRING CHARGES - CURRENTLY COMBINED																						
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	\$0.0	\$93.36	\$93.36				\$19.99											
	ADDITIONAL NRCs																						

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
Exhibit C
Rates - Page 33

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	ICS	USOC	RATES				OBS RATES								
							Res	Flat	Advt	Flat	Advt	See Order Submitted Else per LSN	See Order Submitted Monthly per LSN	Incremental Charge - Manual See Order vs. Blockrate-Flat	Incremental Charge - Manual See Order vs. Blockrate-Advt	Incremental Charge - Manual See Order vs. Blockrate-Flat	Incremental Charge - Manual See Order vs. Blockrate-Advt		
							Res	Flat	Advt	Res	Flat	Advt	Res	Flat	Advt	Res	Flat	Advt	
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actv - Non Feature/Add Trunk			UEPPB UEPPR	USASS		\$165.95					\$19.99						
LOCAL NUMBER PORTABILITY																			
		Local Number Portability (1 per port)			UEPPB UEPPR	LNPCK		\$0.35	\$0.00	\$0.00									
B-CANNEL USER PROFILE ACCESS:																			
		CYS/CSD (DMS/SESS)			UEPPB UEPPR	U1UCA		\$0.00	\$0.00	\$0.00									
		CYS (EWSO)			UEPPB UEPPR	U1UCB		\$0.00	\$0.00	\$0.00									
		CSD			UEPPB UEPPR	U1UCC		\$0.00	\$0.00	\$0.00									
B-CANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, TN, & TX)																			
USER TERMINAL PROFILE																			
		User Terminal Profile (EWSO only)			UEPPB UEPPR	U1UMA		\$0.00	\$0.00	\$0.00									
VERTICAL FEATURES																			
		All Vertical Features - One per Channel B User Profile				UEPVF		\$0.00	\$0.00	\$0.00									
INTEROFFICE CHANNEL MILEAGE																			
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC		\$18.47	\$79.61	\$36.08			\$0.0						
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM		\$0.0222	\$0.00	\$0.00			\$0.0						
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																			
UNE Port/Loop Combination Rates																			
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP			\$218.69											
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP			\$287.38											
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP			\$285.09											
UNE Loop Rates																			
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P		\$95.53	\$448.92	\$276.00								\$19.99	
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P		\$94.13	\$448.92	\$276.00									\$19.99
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P		\$101.93	\$448.92	\$276.00									\$19.99
UNE Port Rate																			
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP		\$163.16	\$195.90	\$195.90									\$19.99
NONRECURRING CHARGES - CURRENTLY COMBINED																			
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion - Switch-as-is			UEPPP	USACP		\$0.00	\$289.96	\$289.96									\$19.99
ADDITIONAL NRCS																			
		4-Wire DS1 Loop/4-W ISDN Digt Trk Port - Subseqt Actv - Inward Tel Nos within Std Allowance			UEPPP	PR7TF			\$0.9886										\$19.99
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO			\$22.75	\$22.75									\$19.99
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT			\$45.49	\$45.49									\$19.99

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
GEORGIA

Attachment 2
Sheet C
Rates - Page 34

Category	Notes	Unbundled Network Element	Service	Zone	OCB	USOC	RATES					OBS RATES												
							Per	Per	Adt1	Per	Adt1	Per Order Submitted Mo per LSN	Per Order Submitted Monthly per LSN	Incremental Charge - Month Per Order vs. Electronic-Adt	Incremental Charge - Month Per Order vs. Electronic-Adt1	Incremental Charge - Month Per Order vs. Electronic-Blot	Incremental Charge - Month Per Order vs. Electronic-Blot Adt1							
							Rate	Rate	Adt1	Rate	Adt1	Rate	Rate	Rate	Rate	Rate	Rate							
LOCAL NUMBER PORTABILITY																								
		Local Number Portability (1 per port)			UEPPP	LNPCN	\$1.75																	
INTERFACE (Provisioning Only)																								
		Voice/Data			UEPPP	PR71V	\$0.00	\$0.00	\$0.00															
		Digital Data			UEPPP	PR71D	\$0.00	\$0.00	\$0.00															
		Inward Data			UEPPP	PR71E	\$0.00	\$0.00	\$0.00															
New or Additional "B" Channel																								
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	\$0.00	\$28.71																
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	\$0.00	\$28.71																
		New or Additional Inward Data B Channel			UEPPP	PR7BD	\$0.00	\$28.71																
		New or Additional Usage Sensitive Voice Data B Channel			UEPPP	PR7BS	\$0.00	\$28.71																
		New or Additional Usage Sensitive Digital Data B Channel			UEPPP	PR7BU	\$0.00	\$28.71																
CALL TYPES																								
		Inward			UEPPP	PR7C1	\$0.00	\$0.0	\$0.00															
		Outward			UEPPP	PR7C0	\$0.00	\$0.00	\$0.00															
		Two-way			UEPPP	PR7CC	\$0.00	\$0.00	\$0.00															
Interoffice Channel Mileage																								
		Fixed Each Including First Mile			UEPPP	1LN1A	\$78.9223	\$147.07	\$111.75	\$0.00														
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	\$0.4523																	
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																								
UNE Port/Loop Combination Rates																								
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		\$178.33																	
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		\$184.33																	
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		\$222.73																	
UNE Loop Rates																								
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	\$95.55	\$448.92	\$276.00															
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	\$94.13	\$448.92	\$276.00															
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	\$101.99	\$448.92	\$276.00															
UNE Port Rate																								
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	\$120.00	\$86.44	\$52.46															
NONRECURRING CHARGES - CURRENTLY COMBINED																								
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switches-In			UEPDC	USAC4		\$289.98	\$289.98															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Change			UEPDC	USAWA		\$289.98	\$289.98															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		\$289.98	\$289.98															
ADDITIONAL NRCS																								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		\$147.47	\$147.47															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		\$28.71	\$28.71															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		\$28.71	\$28.71															

BELLSOUTH / VarToc RATES
Unbundled Network Elements
GEORGIA

Attachment 2
Exhibit C
Rates - Page 35

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interm	Zone	SCS	WOC	RATES					OSS RATES					
							Res	Post	ADT	Post	ADT	One Order Submitted Once per LER	One Order Submitted Monthly per LER	Incremental Change - Standard One Order vs. Electronic-Set	Incremental Change - Standard One Order vs. Electronic-Set (Adt)	Incremental Change - Standard One Order vs. Electronic-Set (1st)	Incremental Change - Standard One Order vs. Electronic-Set (Adt)
							Res	Post	ADT	Res	Post	ADT	Res	Post	ADT	Res	Post
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqt Chan Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTC		\$28.71	\$28.71			\$18.99					
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		\$28.71	\$28.71								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		\$28.71	\$28.71			\$18.99					
		BIPOLAR 8 ZERO SUBSTITUTION															
		B4Z8 - Superframe Format			UEPDC	CC08F		\$0.00	\$800.00			\$18.99					
		B4Z8 - Extended Superframe Format			UEPDC	CC0EF		\$0.00	\$800.00			\$18.99					
		Alternate Mark Inversion															
		AMI - Superframe Format			UEPDC	MC08F		\$0.00	\$0.00								
		AMI - Extended SuperFrame Format			UEPDC	MC0FD		\$0.00	\$0.00								
		Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX		\$0.00									
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY		\$0.00				\$18.99					
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ		\$0.00				\$18.99					
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ		\$0.00	\$0.00	\$0.00		\$18.99					
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4		\$0.00				\$18.99					
		DID Numbers, Non- consecutive DID Numbers, Per Number			UEPDC	ND6		\$0.00				\$18.99					
		Reserve Non-Consecutive DID Nos.			UEPDC	ND8		\$0.00	\$0.00	\$0.00		\$18.99					
		Reserve DID Numbers			UEPDC	NDV		\$0.00	\$0.00	\$0.00		\$18.99					
		Dedicated DS1 (Interoffice Channel Mileage) - FX/FCD for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1		\$78.47	\$147.07	\$111.75	\$0.00	\$0.00	\$18.99				
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA		\$0.4623	\$0.00	\$0.00		\$18.99					
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2		\$0.0000	\$0.00	\$0.00							
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB		\$0.4623	\$0.00	\$0.00							
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3		\$0.00	\$0.00	\$0.00	\$0.00						
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC		\$0.4623	\$0.00	\$0.00							
		Local Number Portability, per D90 Activated			UEPDC	LNPCP		\$3.15	\$0.00	\$0.00	\$0.00						
		Central Office Terminating Point			UEPDC	CTG		\$0.00									
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
		Each System can have up to 24 combinations of rates depending on type and number of ports used															

BELLSOUTH / VarTec RATES
Unbundled Network Elements
GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inch	Zone	RCS	WLOC	RATES					OSS RATES					
							Rate	Post	ADT	Pen	ADT	One Order Submitted One per LSP	One Order Submitted Monthly per LSP	Incremental Charge - Month One Order vs. Month-to-Mo	Incremental Charge - Month One Order vs. Month-to-Mo	Incremental Charge - Month One Order vs. Month-to-Mo 1st	Incremental Charge - Month One Order vs. Month-to-Mo ADT
							Recurring	Nonrecurring	Recurring	Nonrecurring	Recurring	Nonrecurring	Recurring	Nonrecurring	Recurring	Nonrecurring	
UNE DS1 Loop																	
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC	\$55.53	\$0.00	\$0.00								\$19.99
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC	\$64.13	\$0.00	\$0.00								\$19.99
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC	\$101.83	\$0.00	\$0.00								\$19.99
UNE DS0 Channelization Capacities (D4 Channel Bank Configurations)																	
		24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	\$102.84	\$0.00	\$0.00								\$19.99
		48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	\$205.28	\$0.00	\$0.00								\$19.99
		96 DS0 Channel Capacity - 1 per 4 DS1s			UEPMG	VUM96	\$410.56	\$0.00	\$0.00								\$19.99
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	\$615.84	\$0.00	\$0.00								\$19.99
		192 DS0 Channel Capacity - 1 per 8 DS1s			UEPMG	VUM192	\$821.12	\$0.00	\$0.00								\$19.99
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	\$1,026.40	\$0.00	\$0.00								\$19.99
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	\$1,231.68	\$0.00	\$0.00								\$19.99
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	\$1,642.24	\$0.00	\$0.00								\$19.99
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	\$2,052.80	\$0.00	\$0.00								\$19.99
		576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM576	\$2,463.36	\$0.00	\$0.00								\$19.99
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	\$2,873.92	\$0.00	\$0.00								\$19.99
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																	
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations.																	
Multiple of this configuration functioning as one are considered ADT after the minimum system configuration is counted.																	
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Charges			UEPMG	USAC4	\$0.00	\$328.35	\$16.52								\$19.99
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																	
Not (Not Currently Combined) in Georgia Only																	
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUMD4	\$0.00	\$738.01	\$462.53	\$144.05	\$17.09						\$19.99
Blocker & Zero Substitution																	
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOBF	\$0.00	\$0.00	\$800.00								\$19.99
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	\$0.00	\$0.00	\$800.00								\$19.99
Alternate Mark Inversion (AMI)																	
		Superframe Format			UEPMG	MCOBF	\$0.00	\$0.00	\$0.00								
		Extended Superframe Format			UEPMG	MCOFO	\$0.00	\$0.00	\$0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																	
Exchange Ports																	
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	\$1.79	\$0.00	\$0.00	\$0.00	\$0.00						\$19.99
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.79	\$0.00	\$0.00	\$0.00	\$0.00						\$19.99
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	\$1.79	\$0.00	\$0.00	\$0.00	\$0.00						\$19.99
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	\$11.95	\$0.00	\$0.00	\$0.00	\$0.00						\$19.99
Feature Activations - Unbundled Loop Concentration																	

BELLSOUTH / VerTec RATES
 Unbundled Network Elements
 GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Date	BOS	USOC	RATES					OSS RATES					
							Drop	Port	Add	Port	Add	Per Order Submitted Else per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Manual Order vs. Electronic-1st	Incremental Charge - Manual Order vs. Electronic-Add'l	Incremental Charge - Manual Order vs. Electronic-Other	Incremental Charge - Manual Order vs. Electronic-Other Add'l
							Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
		Feature (Service) Activation for each Line Side Port Terminated in O4 Bank			UEPPX	1PQWM	\$0.62	\$25.00	\$13.25	\$3.90	\$3.97		\$19.99				
		Feature (Service) Activation for each Trunk Side Port Terminated in O4 Bank			UEPPX	1PQWU	\$0.62	\$77.21	\$18.20	\$56.49	\$11.04		\$19.99				
		Telephone Number Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NOT	\$0.00										
		Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA,NC,S,SC)			UEPPX	NDZ	\$0.00	\$0.00	\$0.00				\$19.99				
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	\$0.00	\$0.00	\$0.00				\$19.99				
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	\$0.00	\$0.00	\$0.00				\$19.99				
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00								
		Reserve DID Numbers			UEPPX	NDY	\$0.00	\$0.00	\$0.00								
		Local Number Portability															
		Local Number Portability - 1 per port			UEPPX	LNPCP	\$3.15	\$0.00	\$0.00								
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only															
		All Features Available			UEPPX	UEPVF	\$0.00	\$0.00	\$0.00				\$19.99				
		Superframe Format				UEPDC	MGOSF		\$0.00	\$0.00							
		Central Office Termination Point				UEPDC	CTG	\$0.00	\$0.00	\$0.00							

BELLSOUTH / VeriTec RATES
Unbundled Network Elements
KENTUCKY

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Market	Zone	BCS	USOC	RATES						OSB RATES					
							Res	Port	Add'l	Port	Add'l	OSB01	OSB02	OSB03	OSB04	OSB05	OSB06	
							Per	Per	Per	Per	Per	Per Order Shown per LBR	Per Order Shown Monthly per LBR	Incremental Charge - Shared Per Order vs. Electronic-Add'l	Incremental Charge - Shared Per Order vs. Electronic-Add'l	Incremental Charge - Shared Per Order vs. Electronic-Add'l	Incremental Charge - Shared Per Order vs. Electronic-Add'l	
<p>Geographically Deactivated UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deactivated UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deactivated UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_dca/ docs/interconnection/becoms_dca/ to view Geographically Deactivated UNE Zone Designations by Central Office.</p>																		
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)																		
		Exchange Ports																
		NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																
		2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port - Res.			UEPSR	UEPRL	\$2.61	\$24.98	\$24.98			\$3.50	\$19.99					
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	\$2.61	\$24.98	\$24.98			\$3.50	\$19.99					
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	\$2.61	\$24.98	\$24.98			\$3.50	\$19.99					
		Exchange Ports - 2-Wire VG unbundled KY extended local dialing party Port with Caller ID - Res.			UEPSR	UEPRM	\$2.61	\$24.98	\$24.98			\$3.50	\$19.99					
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	\$2.61	\$24.98	\$24.98			\$3.50	\$19.99					
		Subsequent Activity			UEPSR	USASC	\$0.0	\$0.0	\$0.0			\$3.50	\$19.99					
		FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	\$3.39	\$0.0	\$0.0			\$3.5	\$19.99					
		2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	\$2.61	\$37.55	\$37.55			\$3.50	\$19.99					
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller-EAS4 ID - Bus.			UEPSB	UEPBC	\$2.61	\$37.55	\$37.55			\$3.50	\$19.99					
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	\$2.61	\$37.55	\$37.55			\$3.50	\$19.99					
		Exchange Ports - 2-Wire VG unbundled KY extended local dialing party Port with Caller ID - Bus.			UEPSB	UEPBM	\$2.61	\$37.78	\$37.78			\$3.50	\$19.99					
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	\$2.61	\$37.55	\$37.55			\$3.50	\$19.99					
		Subsequent Activity			UEPSB	USASC	\$0.0	\$0.0	\$0.0			\$3.50	\$19.99					
		FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	\$3.39	\$0.0	\$0.0			\$3.50	\$19.99					
		EXCHANGE PORT RATES (DID & PBX)																
		Exchange Ports - 2-Wire DID Port			VEPEX	VEPP2	\$10.97	\$238.69	\$37.49	\$119.40	\$7.80		\$19.99					
		Exchange Ports - DOITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	\$83.28	\$404.18	\$191.44	\$144.71	\$4.80		\$19.99					
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	\$15.02	\$145.59	\$108.01	\$85.93	\$21.55	\$3.60	\$19.99	\$3.94	\$3.94			
		All Features Offered			UEPTX	UEPSX	\$3.39	\$0.0	\$0.0									

NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Includes	Zone	DCS	USOC	RATES					QSS RATES					
							Per	Per	Adj1	Per	Adj1	Per Order Submitted (Etc. per LSN)	Per Order Submitted Monthly per LSN	Incremental Charge - Shared Per Order vs. Standard-Add	Incremental Charge - Shared Per Order vs. Standard-Add1	Incremental Charge - Shared Per Order vs. Standard-Add1	Incremental Charge - Shared Per Order vs. Standard-Add1
							Rate	Rate	Adj1	Rate	Adj1	QSSM1	QSSM2	QSSM3	QSSM4		
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
		Exchange Ports - 2-Wire ISDN Port - Channel Profile				UEPTX UEPSX	U1UMA	\$0.0	\$0.0	\$0.0							
		Exchange Ports - 4-Wire ISDN DS1 Port				UEPEX	UEPEX	\$119.21	\$407.77	\$203.18	\$187.84	\$28.98					
		2-Wire VG Unbundled 2-Way PBX Trunk - Res				UEPSE	UEPRD	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus				UEPSP	UEPPC	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus				UEPSP	UEPPO	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus				UEPSP	UEPPI	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus				UEPSP	UEPLD	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus				UEPSP	UEPT2	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire TN Outward Calling Plan PBX Trunk - Bus				UEPSP	UEPTO	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled PBX LD Terminal Ports				UEPSP	UEPLD	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled 2-Way PBX Usage Port				UEPSP	UEPXA	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports				UEPSP	UEPXB	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled PBX LD DDD Terminal Port				UEPSP	UEPXC	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port				UEPSP	UEPXD	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port				UEPSP	UEPXE	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port Without LUD				UEPSP	UEPXF	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port				UEPSP	UEPXG	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled PBX Kentucky Premium Calling Port				UEPSP	UEPXH	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled 2-Way PBX Kentucky Area Calling Port Without LUD				UEPSP	UEPXJ	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port				UEPSP	UEPXL	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port				UEPSP	UEPXM	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port				UEPSP	UEPXO	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port				UEPSP	UEPXS	\$2.61	\$36.47	\$36.47		\$3.50	\$19.99				
		Subsequent Activity				UEPSP	USASC	\$0.0	\$0.0	\$0.0		\$3.50	\$19.99				
		FEATURES															
		All Available Vertical Features				UEPSP UEPSE	UEPVF	\$3.50	\$0.0	\$0.0		\$3.50	\$19.99				
		EXCHANGE PORT RATES (CON)															
		Exchange Ports - Coin Port						\$3.04	\$40.71	\$40.71		\$3.50	\$19.99				
		Local Switching Features offered with Port															
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
		Exchange port - 4-wire ISDN trunk port - all available features included				UEPEX		\$275.48	\$181.27	\$116.42		\$3.50	\$29.24	\$3.94	\$3.94		
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
		End Office Switching (Port Usage)															
		End Office Switching Function, Per MOU						\$0.002562									

BELLSOUTH / VerTec RATES
 Unbundled Network Elements
 KENTUCKY

Attachment 2
 Exhibit C
 Rates - Page 40

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	RCS	USOC	RATES					OSG RATES							
							Base	Port	MC	Dist	ADD	One Order Scaled Rate per LSP	One Order Scaled Monthly Rate per LSP	Incremental Charge - Standard One Order vs. Recurring-Std	Incremental Charge - Standard One Order vs. Standard-ADD	Incremental Charge - Standard One Order vs. Standard-Other	Incremental Charge - Standard One Order vs. Standard-Other-ADD		
							Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring								
Tandem Switching (Port Usage) (Local or Access Tandem)		Tandem Switching Function Per MOU					\$0.001088												
Common Transport		Common Transport - Per Mile, Per MOU					\$0.000048												
		Common Transport - Facilities Termination Per MOU					\$0.000420												
UNBUNDLED PORT/LOOP COMBINATIONS																			
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																			
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																			
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																			
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																			
For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																			
3-WIRE VOICE GRADE LOOP WITH 3-WIRE LINE PORT (NEB)																			
UNE Port/Loop Combination Rates																			
		2-Wire VG Loop/Port Combo - Zone 1		1			\$16.15												
		2-Wire VG Loop/Port Combo - Zone 2		2			\$22.34												
		2-Wire VG Loop/Port Combo - Zone 3		3			\$30.88												
UNE Loop Rates																			
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	\$13.54												
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	\$19.73												
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	\$28.27												
2-Wire Voice Grade Line Port Rates (Res)																			
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	\$2.61			\$3.90		\$19.99		\$19.99					
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	\$2.61			\$3.90		\$19.99		\$19.99					
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	\$2.61			\$3.90		\$19.99		\$19.99					
		2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPRX	UEPRM	\$2.61			\$3.90		\$19.99		\$19.99					
		2-Wire voice unbundled res. low usage line port with Caller ID (LUM)			UEPRX	UEPAP	\$2.61			\$3.90		\$19.99		\$19.99					
FEATURES																			
		All Features Offered			UEPRX	UEPVF	\$3.39	\$0.0	\$0.0		\$3.5		\$19.99		\$19.99				
LOCAL NUMBER PORTABILITY																			

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BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	UCS	USOC	RATES					OBS RATES					
							Rate	Plan	Advt	Plan	Advt	BSMR	BSMR	BSMR	BSMR	BSMR	
							Per LSP	Per LSP	Per LSP	Per LSP	Per LSP						
		Local Number Portability (1 per port)			UEPRX	LNPCX	\$0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		\$10.00	\$10.00		\$3.00		\$19.99	\$19.99			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		\$10.00	\$10.00		\$3.00		\$19.99	\$19.99			
ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	\$0.0	\$0.0	\$0.0		\$3.00	\$19.99					
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																	
LINE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			\$18.15										
		2-Wire VG Loop/Port Combo - Zone 2		2			\$22.34										
		2-Wire VG Loop/Port Combo - Zone 3		3			\$30.69										
LINE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPBX	UEPLX	\$13.54										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPBX	UEPLX	\$19.73										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPBX	UEPLX	\$28.27										
2-Wire Voice Grade Line Port (Bus)																	
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	\$2.61				\$3.00		\$19.99	\$19.99			
		2-Wire voice unbundled port with Caller ID - bus			UEPBX	UEPBC	\$2.61				\$3.00		\$19.99	\$19.99			
		2-Wire voice unbundled port outofstate only - bus			UEPBX	UEPBO	\$2.61				\$3.00		\$19.99	\$19.99			
		2-Wire voice Grade unbundled Kentucky extended local dialing port w/ port with Caller ID - bus			UEPBX	UEPBM	\$2.61				\$3.00		\$19.99	\$19.99			
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPBI	\$2.61				\$3.00		\$19.99	\$19.99			
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPBX	LNPCX	\$0.35										
FEATURES																	
		All Features Offered			UEPBX	UEPVF	\$3.39	\$0.0	\$0.0		\$3.00		\$19.99	\$19.99			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		\$10.00	\$10.00		\$3.00		\$19.99	\$19.99			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		\$10.00	\$10.00		\$3.00		\$19.99	\$19.99			
ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2					\$3.00		\$19.99	\$19.99			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																	
LINE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			\$18.15										
		2-Wire VG Loop/Port Combo - Zone 2		2			\$22.34										
		2-Wire VG Loop/Port Combo - Zone 3		3			\$30.69										
LINE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	\$13.54										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	\$19.73										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	\$28.27										

BELLSOUTH / Var/Tac RATES
Unbundled Network Elements
KENTUCKY

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Exhibit C
Rates - Page 42

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	BCS	USOC	RATES					OBS RATES					
							Rate	Port	Add'l	Port	Add'l	See Order Submitted Rate per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Month See Order vs. BaseRate-Add'l	Incremental Charge - Month See Order vs. BaseRate-Add'l	Incremental Charge - Month See Order vs. BaseRate-Add'l	Incremental Charge - Month See Order vs. BaseRate-Add'l
							Non-recurring	Non-recurring	Recurring	Non-recurring	Recurring						
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRQ	UEPRD	\$2.61					\$3.50		\$19.99	\$19.99		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPQP	\$3.5										
		FEATURES															
		All Features Offered			UEPRQ	UEPVF	\$3.39	\$0.0	\$0.0			\$3.50		\$19.99	\$19.99		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		\$10.00	\$10.00			\$3.50		\$19.99	\$19.99		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		\$10.00	\$10.00			\$3.50		\$19.99	\$19.99		
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						\$14.64	\$14.64			\$3.5	\$19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1				\$16.15									
		2-Wire VG Loop/Port Combo - Zone 2		2				\$22.34									
		2-Wire VG Loop/Port Combo - Zone 3		3				\$30.66									
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX		\$13.54									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX		\$19.73									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX		\$28.27									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$2.61					\$3.50		\$19.99	\$19.99		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	\$2.61					\$3.50		\$19.99	\$19.99		
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled PBX LD DDD Terminal Ports			UEPPX	UEPXC	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPXF	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPXF	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXF	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	\$2.61					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	\$2.61					\$3.50		\$19.99	\$19.99		

BELLSOUTH / VerTec RATES
Unbundled Network Elements
KENTUCKY

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Rates - Page 43

Category	Notes	Unbundled Network Element	Include	Zone	SCS	USOC	RATES					OBS RATES					
							Rate	Post	Advt	Post	Advt	See Order Submitted Else per LBN	See Order Submitted Monthly per LBN	Incremental Charge - Month See Order vs. Standard-Advt	Incremental Charge - Month See Order vs. Standard-Advt	Incremental Charge - Month See Order vs. Standard-Advt	Incremental Charge - Month See Order vs. Standard-Advt
							Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPKO	\$2.91					\$3.50		\$19.99	\$19.99		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPKS	\$2.91					\$3.50		\$19.99	\$19.99		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15										
		FEATURES															
		All Features Offered			UEPPX	UEPVF	\$3.39	\$0.0	\$0.0			\$3.50		\$19.99	\$19.99		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversation - Switch-As-Is			UEPPX	USAG2		\$10.00	\$10.00			\$3.50		\$19.99	\$19.99		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversation - Switch with Charge			UEPPX	USAGC		\$10.00	\$10.00			\$3.50		\$19.99	\$19.99		
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$19.99				
		PBX Subsequent Activity - Charge/Residence Mullins Hunt Group						\$14.64	\$14.64			\$3.5	\$19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo - Zone 1					\$16.15										
		2-Wire VG Coin Port/Loop Combo - Zone 2					\$22.64										
		2-Wire VG Coin Port/Loop Combo - Zone 3					\$31.09										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$13.54										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	\$19.73										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	\$26.27										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	\$2.91					\$3.5		\$19.99	\$19.99		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	\$2.91					\$3.5		\$19.99	\$19.99		
		ADDITIONAL UNE COIN PORT/LOOP (PC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	UNECV	\$2.57	\$0.0	\$0.0								

BELLSOUTH / VarToc RATES
 Unbundled Network Elements
 KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Includes	Zone	DCS	UNCD	RATES					OSS RATES				
							Rate	Rate	Adt	Port	Adt	Rate	Rate	Rate	Rate	Rate
							Rate	Rate	Adt	Port	Adt	Rate	Rate	Rate	Rate	Rate
LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	\$0.35									
NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch- all -to			UEPCO	USAC2		\$10.00	\$10.00			\$3.5	\$19.99	\$19.99		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		\$10.00	\$10.00			\$3.5	\$19.99	\$19.99		
ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		\$0.0	\$0.0			\$3.5	\$19.99	\$19.99		
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			\$28.72									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			\$34.90									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			\$45.90									
UNE Loop Rates																
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UEGD1	\$17.78	\$210.31	\$135.35	\$105.49	\$20.43		\$19.99			
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UEGD1	\$23.98	\$210.31	\$135.35	\$105.49	\$20.43		\$19.99			
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UEGD1	\$34.98	\$210.31	\$135.35	\$105.49	\$20.43		\$19.99			
UNE Port Rate																
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	\$10.94	\$226.09	\$37.49	\$119.40	\$7.50		\$19.99			
NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges			UEPPX	USA1C		\$14.62	\$3.73				\$19.99			
ADDITIONAL NRCs																
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	VSAS1		\$65.58	\$65.58				\$19.99			
Telephone Number/Trunk Group Establishment Charges																
		DID Trunk Termination (One Per Port)			UEPPX	ND1	\$0.00	\$0.00	\$0.00				\$19.99			
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	\$0.00	\$0.00	\$0.00				\$19.99			
		DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND5	\$0.00	\$0.00	\$0.00				\$19.99			
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00				\$19.99			
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00				\$19.99			
LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15									
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	\$35.40									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	\$44.09									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	\$55.35									
UNE Loop Rates																
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	\$22.41	\$233.47	\$158.51	\$105.49	\$20.49		\$19.99		

BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interface	Zone	BSC	USOC	RATES					OSS RATES				
							Pre	Post	Adt	Post	Adt	SCM1	SCM2	SCM3	SCM4	SCM5
							Pre	Post	Adt	Post	Adt	See Order Submitted (See per LBR)	See Order Submitted Monthly per LBR	Incremental Charge - Month See Order vs. Electronic-1st	Incremental Charge - Month See Order vs. Electronic-Add'l	Incremental Charge - Month See Order vs. Electronic-1st
		UNE DS1 Loop														
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC	\$108.04	\$0.00	\$0.00							\$19.99
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC	\$136.15	\$0.00	\$0.00							\$19.99
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC	\$186.15	\$0.00	\$0.00							\$19.99
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)														
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	\$136.99	\$0.00	\$0.00							\$19.99
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	\$273.98	\$0.00	\$0.00							\$19.99
		96 DSO Channel Capacity - 1 per 4 DS1s			UEPMG	VUM96	\$547.96	\$0.00	\$0.00							\$19.99
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	\$821.94	\$0.00	\$0.00							\$19.99
		192 DSO Channel Capacity - 1 per 8 DS1s			UEPMG	VUM192	\$1,095.92	\$0.00	\$0.00							\$19.99
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	\$1,369.90	\$0.00	\$0.00							\$19.99
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	\$1,643.88	\$0.00	\$0.00							\$19.99
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	\$2,191.84	\$0.00	\$0.00							\$19.99
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	\$2,739.80	\$0.00	\$0.00							\$19.99
		576 DSO Channel Capacity - 1 per 24 DS1s			UEPMG	VUM576	\$3,287.76	\$0.00	\$0.00							\$19.99
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	\$3,835.72	\$0.00	\$0.00							\$19.99
		Non-Recurring Charge (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System														
		A minimum system configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.														
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.														
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC1	\$0.00	\$301.05	\$16.72							\$19.99
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and														
		New (Not Currently Combined) in Georgia Only														
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUMD4	\$0.00	\$716.58	\$488.20	\$148.30	\$17.71					\$19.99
		Bipolar 8 Zero Substitution														
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	\$0.00	\$0.00	\$730.00							\$19.99
		Clear Channel Capability Format - Extended Superframes - Subsequent Activity Only			UEPMG	CCOEF	\$0.00	\$0.00	\$730.00							\$19.99
		Alternate Mark Inversion (AMI)														
		Superframe Format			UEPMG	MCOSF	\$0.00	\$0.00	\$0.00							
		Extended Superframe Format			UEPMG	MCOPO	\$0.00	\$0.00	\$0.00							
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports														
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	\$1.86	\$0.00	\$0.00	\$0.00	\$0.00					\$19.99
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.86	\$0.00	\$0.00	\$0.00	\$0.00					\$19.99
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEPIX	\$1.86	\$0.00	\$0.00	\$0.00	\$0.00					\$19.99
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	\$10.97	\$0.00	\$0.00	\$0.00	\$0.00					\$19.99

BELLSOUTH / VnTec RATES
Unbundled Network Elements
LOUISIANA

Attachment 2
Exhibit C
Rates - Page 30

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Month	Zone	SCS	SBOC	Res	RATES				OBS RATES						
								Port	Addl	Port	Addl	SOMC	SOMH	SOMN	SOMW	SOMF	Incremental Charge - Standard Rate Order vs. Standard-Rate Addl	Incremental Charge - Standard Rate Order vs. Standard-Rate Addl
Geographically Deleveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deleveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enforcing its billing systems in order to accommodate this Geographically Deleveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, LA. Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/becoma_clec/doc/interconnection/44evazune.pdf to view Geographically Deleveraged UNE Zone Designations by Central Office.																		
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																		
Exchange Ports																		
NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																		
2-WIRE VOICE GRADE LINE PORT RATES (RES)																		
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	\$2.90	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire VG unbundled LA extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAS	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire VG unbundled Louisiana Area Plus with Caller ID - Res (RUL)			UEPSR	UEPAG	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)			UEPSR	UEPAP	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Subsequent Activity			UEPSR	USASC	\$0.0	\$0.0	\$0.0			\$3.50	\$18.99					
FEATURES																		
		All Available Vertical Features			UEPSR	UEPVF	\$8.28	\$0.0	\$0.0			\$3.5		\$18.14	\$8.08	\$10.39	\$10.39	
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																		
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller-E484 ID - Bus.			UEPSB	UEPBC	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire VG unbundled LA extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAX	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire VG unbundled Incoming only port with Caller ID - Bus.			UEPSB	UEPB1	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - 2-Wire VG unbundled Louisiana Bus Area Calling Port with Caller ID - Bus (BUC)			UEPSB	UEPAA	\$2.20	\$16.43	\$16.43	\$4.36	\$4.36	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Subsequent Activity			UEPSB	USASC	\$0.0	\$0.0	\$0.0			\$3.50	\$18.99					
FEATURES																		
		All Available Vertical Features			UEPSB	UEPVF	\$8.28	\$0.0	\$0.0			\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
EXCHANGE PORT RATES (DD & PBX)																		
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	\$9.52	\$236.35	\$37.44	\$121.39	\$7.69	\$3.50		\$18.14	\$8.08	\$10.39	\$10.39	
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	\$77.66	\$403.61	\$191.17	\$147.11	\$4.98		\$18.99					
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	\$11.42	\$145.38	\$105.86	\$65.47	\$21.45	\$3.50		\$36.29	\$36.29	\$8.08	\$8.08	
		All Features Offered			UEPTX	UEPSX	\$8.28	\$0.0	\$0.0									
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																		

BELLSOUTH / VarTec RATES
Unbundled Network Elements
LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter-Lo	Zone	RCS	USOC	RATES					OSS RATES					
							Rate	Port	Advt	Port	Advt	One Order Subscribed Rate per LSR	One Order Subscribed Elemently per LSR	Incremental Charge - Shared One Order vs. Stand-Alone-1st	Incremental Charge - Shared One Order vs. Stand-Alone-Advt	Incremental Charge - Shared One Order vs. Stand-Alone-1st	Incremental Charge - Shared One Order vs. Stand-Alone-Advt
							Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	
Common Transport		Common Transport - Per Mile, Per MOU					\$0.0000085										
		Common Transport - Facilities Termination Per MOU					\$0.00047										
UNBUNDLED PORT/LOOP COMBINATIONS		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
		Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
		Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
		End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
		For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1	1				\$16.90										
		2-Wire VG Loop/Port Combo - Zone 2	2				\$23.95										
		2-Wire VG Loop/Port Combo - Zone 3	3				\$51.95										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1	1		UEPRX	UEPLX	\$14.05										
		2-Wire Voice Grade Loop (SL1) - Zone 2	2		UEPRX	UEPLX	\$24.14										
		2-Wire Voice Grade Loop (SL1) - Zone 3	3		UEPRX	UEPLX	\$48.30										
		2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	\$2.55				\$3.50		\$31.95		\$7.35		
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	\$2.55				\$3.50		\$31.95		\$7.35		
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	\$2.55				\$3.50		\$31.95		\$7.35		
		2-Wire voice Grade unbundled Louisiana extended local dialing party port with Caller ID - res			UEPRX	UEPAS	\$2.55				\$3.50		\$31.95		\$7.35		
		2-Wire voice unbundled Louisiana Area Plus with Caller ID - res (RUL)			UEPRX	UEPAG	\$2.55				\$3.50		\$31.95		\$7.35		
		2-Wire voice unbundled res. low usage line port with Caller ID (LUM)			UEPRX	UEPAP	\$2.55				\$3.50		\$31.95		\$7.35		
		FEATURES															
		All Features Offered			UEPRX	UEPVF	\$8.28	\$0.0	\$0.0		\$3.50		\$31.95		\$7.35		
		LOCAL NUMBER PORTABILITY															

BELLSOUTH / VarTee RATES
Unbundled Network Elements
LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Invoic	Zone	BCB	USBC	RATES				O&S RATES							
							Rate	Post	Advt	Post	Advt	Per Order Submitted Mths per LST	Per Order Submitted Monthly per LST	Incremental Charge - Standard Per Order vs. Standard-Add'l	Incremental Charge - Standard Per Order vs. Standard-Add'l	Incremental Charge - Standard Per Order vs. Standard-Add'l	Incremental Charge - Standard Per Order vs. Standard-Add'l	
							Nonrecurring		Nonrecurring		Equipment							
		Local Number Portability (1 per port)			UEPRX	LNPCX	\$0.35											
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		\$3.60	\$0.25		\$3.50		\$31.95	\$7.35				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPRX	USACC		\$3.60	\$0.25		\$3.50		\$31.95	\$7.35				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$2.11					\$5.12					
ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	\$0.0	\$0.0	\$0.0		\$3.50	\$18.99						
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																		
UNE Port/Loop Combination Rates																		
		2-Wire VG Loop/Port Combo - Zone 1		1			\$16.60										\$20.00	
		2-Wire VG Loop/Port Combo - Zone 2		2			\$26.60											
		2-Wire VG Loop/Port Combo - Zone 3		3			\$61.65											
UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	\$14.05											
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	\$24.14											
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	\$49.30											
2-Wire Voice Grade Line Port (Bus)																		
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	\$2.55				\$3.50		\$31.95	\$7.35				
		2-Wire voice unbundled port with Caller - E484 ID - bus			UEPBX	UEPBC	\$2.55				\$3.50		\$31.95	\$7.35				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	\$2.55				\$3.50		\$31.95	\$7.35				
		2-Wire voice Grade unbundled Louisiana extended local dialing port with Caller ID - bus			UEPBX	UEPAX	\$2.55				\$3.50		\$31.95	\$7.35				
		2-Wire voice unbundled incoming port with Caller ID - Bus			UEPBX	UEPB1	\$2.55				\$3.50		\$31.95	\$7.35				
		2-Wire voice unbundled Louisiana Bus Area Calling Port with Caller ID (BUC)			UEPBX	UEPAA	\$2.55				\$3.50		\$31.95	\$7.35				
LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)			UEPBX	LNPCX	\$0.35											
FEATURES																		
		All Features Offered			UEPBX	UEPVF	\$8.28	\$0.0	\$0.0		\$3.50		\$31.95	\$7.35				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		\$3.60	\$0.25		\$3.50		\$31.95	\$7.35				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPBX	USACC		\$3.60	\$0.25		\$3.50		\$31.95	\$7.35				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$2.11					\$5.12					
ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2					\$3.50		\$31.95	\$7.35				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																		
UNE Port/Loop Combination Rates																		
		2-Wire VG Loop/Port Combo - Zone 1		1			\$16.60											
		2-Wire VG Loop/Port Combo - Zone 2		2			\$26.60											
		2-Wire VG Loop/Port Combo - Zone 3		3			\$51.65											

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
LOUISIANA

Attachment 1
Exhibit C
Rates - Page 64

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	BCD	MISC	RATES					OBS RATES					
							Req	Post	Advt	Post	Advt	One Order Subscribed One per LSP	One Order Subscribed Monthly per LSP	Incremental Charge - Shared One Order vs. Standalone-Advt	Incremental Charge - Shared One Order vs. Standalone-Advt	Incremental Charge - Shared One Order vs. Standalone-Advt	Incremental Charge - Shared One Order vs. Standalone-Advt
							Nonrecurring	Nonrecurring	Recurring	Nonrecurring	Nonrecurring						
LINE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	\$14.05										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	\$24.14										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	\$49.30										
2-Wire Voice Grade Line Port Rates (RES - PBX)																	
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$2.55					\$3.50		\$31.95	\$7.35		
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRG	LNPCF	\$3.5										
FEATURES																	
		All Features Offered			UEPRG	UEPVF	\$8.28	\$0.0	\$0.0			\$3.50		\$31.95	\$7.35		
NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-Ag-Is			UEPRG	USAC2		\$3.50	\$0.25			\$3.50		\$31.95	\$7.35		
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		\$3.50	\$0.25			\$3.50		\$31.95	\$7.35		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$2.11						\$5.12			
ADDITIONAL NRCS																	
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$18.50				
		PBX Subsequent Activity - Charge/Recharge MULLINE Hunt Group						\$14.04	\$14.04			\$3.5	\$18.50				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																	
LINE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			\$19.60										
		2-Wire VG Loop/Port Combo - Zone 2		2			\$29.69										
		2-Wire VG Loop/Port Combo - Zone 3		3			\$51.85										
LINE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	\$14.05										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	\$24.14										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	\$49.30										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																	
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$2.55					\$3.50		\$31.95	\$7.35		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	\$2.55					\$3.50		\$31.95	\$7.35		
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	\$2.55					\$3.50		\$31.95	\$7.35		
		2-Wire Voice Unbundled 2-Way Combination PBX Louisiana Calling Port			UEPPX	UEPL2	\$2.55					\$3.50		\$31.95	\$7.35		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	\$2.55					\$3.50		\$31.95	\$7.35		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPKA	\$2.55					\$3.50		\$31.95	\$7.35		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPKB	\$2.55					\$3.50		\$31.95	\$7.35		
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPKC	\$2.55					\$3.50		\$31.95	\$7.35		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPKD	\$2.55					\$3.50		\$31.95	\$7.35		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard 100 Capable Port			UEPPX	UEPKX	\$2.55					\$3.50		\$31.95	\$7.35		

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	RCS	USOC	RATES					OBS RATES								
							Res	Flt	Adt	Flt	Adt	Per Order Submitted (Res per LSP)	Per Order Submitted Monthly (per LSP)	Incremental Charge - Residual (Per Order vs. Residual-Add)	Incremental Charge - Residual (Per Order vs. Residual-Add)	Incremental Charge - Residual (Per Order vs. Residual-Add)	Incremental Charge - Residual (Per Order vs. Residual-Add)			
							Nonrecuring			Nonrecuring										
		2-Wire Voice Unbundled 2-Way PBX Louisiana Local Optional Calling Port			UEPPX	UEPXK	\$2.50					\$3.50		\$31.92	\$7.32					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	\$2.50					\$3.50		\$31.92	\$7.32					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	\$2.50					\$3.50		\$31.92	\$7.32					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	\$2.50					\$3.50		\$31.92	\$7.32					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Louisiana Local Discount Calling Port			UEPPX	UEPXP	\$2.50					\$3.50		\$31.92	\$7.32					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	\$2.50					\$3.50		\$31.92	\$7.32					
		LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15													
		FEATURES																		
		All Features Offered			UEPPX	UEPVF	\$6.28	\$0.0	\$0.0			\$3.50		\$31.92	\$7.32					
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch As Is			UEPPX	USAC2		\$3.00	\$0.25			\$3.50		\$31.92	\$7.32					
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Charge			UEPPX	USACC		\$3.00	\$0.25			\$3.50		\$31.92	\$7.32					
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$2.11						\$5.12						
		ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$18.99							
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						\$14.84	\$14.84			\$3.5	\$18.99							
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																		
		UNE PortLoop Combination Rates																		
		2-Wire VG Coin Port/Loop Combo - Zone 1						\$16.79												
		2-Wire VG Coin Port/Loop Combo - Zone 2						\$28.88												
		2-Wire VG Coin Port/Loop Combo - Zone 3						\$52.04												
		UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$14.05													
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	\$24.14													
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	\$49.30													
		2-Wire Voice Grade Line Ports (COIN)																		
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	\$2.74					\$3.5		\$31.92	\$7.32					
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	\$2.74					\$3.5		\$31.92	\$7.32					
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	\$2.74					\$3.5		\$31.92	\$7.32					
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	\$2.74					\$3.5		\$31.92	\$7.32					
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	\$2.74					\$3.5		\$31.92	\$7.32					
		2-Wire Coin Outward with Operator Screening and 011 Blocking (LA)			UEPCO	UEPLA	\$2.74					\$3.5		\$31.92	\$7.32					
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	\$2.74					\$3.5		\$31.92	\$7.32					

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Grade	Zone	ISC	USOC	RATES					OCS RATES						
							Rate	Post	Adm	Post	Adm	Per Order Submitted (vs. per LBR)	Per Order Submitted Monthly (vs. per LBR)	Incremental Charge - Standard (vs. Order vs. Electronic-Std)	Incremental Charge - Standard (vs. Order vs. Electronic-Adm)	Incremental Charge - Standard (vs. Order vs. Electronic-Std)	Incremental Charge - Standard (vs. Order vs. Electronic-Adm)	
							Nonrecuring			Nonrecuring								
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		\$34.43											
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		\$43.62											
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		\$58.76											
		UNE Loop Rates																
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	\$24.92	\$233.16	\$156.33	\$105.04	\$20.41							\$19.99
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	\$33.11	\$233.16	\$156.33	\$105.01	\$20.41							\$19.99
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	\$48.25	\$233.16	\$156.33	\$105.01	\$20.41							\$19.99
		UNE Port Rate																
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	\$9.51	\$145.36	\$105.96	\$65.47	\$21.45							\$19.99
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	\$0.0	\$76.95	\$63.97									\$19.99
		ADDITIONAL NRCS																
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	\$0.55	\$0.00	\$0.00									
		B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/SESS)			UEPPB UEPPR	U1UCA	\$0.00	\$0.00	\$0.00									
		CVS (EWSD)			UEPPB UEPPR	U1UCB	\$0.00	\$0.00	\$0.00									
		CSD			UEPPB UEPPR	U1UCC	\$0.00	\$0.00	\$0.00									
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, MS, & TN)																
		CVS/CSD (DMS/SESS)			UEPPB UEPPR	U1UCD	\$0.00	\$0.00	\$0.00									
		CVS (EWSD)			UEPPB UEPPR	U1UCE	\$0.00	\$0.00	\$0.00									
		CSD			UEPPB UEPPR	U1UCF	\$0.00	\$0.00	\$0.00									
		USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	\$0.00	\$0.00	\$0.00									
		VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	\$8.28	\$0.00	\$0.00									
		INTEROFFICE CHANNEL MILEAGE																
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	\$18.40	\$76.20	\$34.54									\$0.0
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	\$0.0364	\$0.00	\$0.00									\$0.0
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
		UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		\$207.97											

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 LOUISIANA

Attachment 2
 EPRR C
 Rates - Page 58

CATEGORY	NOTE	SCHEDULED NETWORK ELEMENT	Interim	Zone	SCS	USOC	RATES					OBS RATES						
							Rate	Rate	Advt	Rate	Advt	Per Order Submitted Rate per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Month Per Order vs. Month-to-Date	Incremental Charge - Month Per Order vs. Month-to-Date	Incremental Charge - Month Per Order vs. Month-to-Date	Incremental Charge - Month Per Order vs. Month-to-Date	
							Res	Res	Advt	Res	Advt	SCMPC	SCMSP	PCMSV	SCMSP	SCMSP	SCMSP	
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		\$208.26											
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		\$450.74											
		UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USLAP	\$100.42	\$504.36	\$314.73	\$90.59	\$23.72							\$19.99
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USLAP	\$128.71	\$504.36	\$314.73	\$90.59	\$23.72							\$19.99
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USLAP	\$343.19	\$504.36	\$314.73	\$90.59	\$23.72							\$19.99
		UNE Port Rate																
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	\$107.55	\$407.19	\$202.89	\$180.46	\$40.95							\$19.99
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion - Switch-as-is			UEPPP	USACP	\$0.00	\$237.88	\$158.94									\$19.99
		ADDITIONAL NRCS																
		4-Wire DS1 Loop/4-Wire ISDN Digi Trk Port - Subseq Actvy - Inward/Out way tel nos within Std Allowance			UEPPP	PR7TF		\$0.979										\$19.99
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		\$22.88	\$92.99									\$19.99
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZI		\$45.99	\$45.99									\$19.99
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPP	LNFCN		\$1.75										
		INTERFACE (Provisioning Only)																
		Voice/Data			UEPPP	PR71V	\$0.00	\$0.00	\$0.00									
		Digital Data			UEPPP	PR71D	\$0.00	\$0.00	\$0.00									
		Inward Data			UEPPP	PR71E	\$0.00	\$0.00	\$0.00									
		New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	\$0.00	\$29.01										\$19.99
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	\$0.00	\$29.01										\$19.99
		New or Additional Inward Data B Channel			UEPPP	PR7BD	\$0.00	\$29.01										\$19.99
		New or Additional Usage Sensitive Voice Data B Channel			UEPPP	PR7BS	\$0.00	\$29.01										\$19.99
		New or Additional Usage Sensitive Digital Data B Channel			UEPPP	PR7BU	\$0.00	\$29.01										\$19.99
		CALL TYPES																
		Inward			UEPPP	PR7C1	\$0.00	\$0.0	\$0.00									
		Outward			UEPPP	PR7C0	\$0.00	\$0.00	\$0.00									
		Two-way			UEPPP	PR7CC	\$0.00	\$0.00	\$0.00									
		Interoffice Channel Mileage																
		Fixed Each Including First Mile			UEPPP	1LN1A	\$94.1831	\$140.49	\$108.89	\$20.00								\$19.99
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	\$0.7831											
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDI'S TRUNK PORT																
		UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		\$178.08											\$19.99
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		\$208.37											\$19.99
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		\$420.85											\$19.99
		UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	\$100.42	\$504.36	\$314.73	\$90.59	\$23.72							\$19.99

BELLSOUTH / VerTec RATES
Unbundled Network Elements
LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	SOS	SIOC	RATES					OSS RATES				
							Rate	Post	Add	Post	Add	SCSIS	SCSIS	SCSIS	SCSIS	SCSIS
		Local Number Portability, per DSO Activated			UEPDC	LNPCP	\$3.15	\$0.00	\$0.00	\$0.00						
		Central Office Terminating Point			UEPDC	CTG	\$0.00									
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT														
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations														
		Each System can have up to 24 combinations of rates depending on type and number of ports used														
		UNE DS1 Loop														
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC	\$100.42	\$0.00	\$0.00				\$19.99			
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC	\$126.71	\$0.00	\$0.00				\$19.99			
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC	\$343.19	\$0.00	\$0.00				\$19.99			
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)														
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	\$112.51	\$0.00	\$0.00				\$19.99			
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	\$225.02	\$0.00	\$0.00				\$19.99			
		96 DSO Channel Capacity - 1 per 4 DS1s			UEPMG	VUM96	\$450.04	\$0.00	\$0.00				\$19.99			
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	\$675.06	\$0.00	\$0.00				\$19.99			
		192 DSO Channel Capacity - 1 per 8 DS1s			UEPMG	VUM192	\$900.08	\$0.00	\$0.00				\$19.99			
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	\$1,125.10	\$0.00	\$0.00				\$19.99			
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	\$1,350.12	\$0.00	\$0.00				\$19.99			
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	\$1,800.16	\$0.00	\$0.00				\$19.99			
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	\$2,250.20	\$0.00	\$0.00				\$19.99			
		576 DSO Channel Capacity - 1 per 24 DS1s			UEPMG	VUM576	\$2,700.24	\$0.00	\$0.00				\$19.99			
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	\$3,150.28	\$0.00	\$0.00				\$19.99			
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System														
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.														
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.														
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Charges			UEPMG	USAC1	\$0.00	\$300.63	\$16.70				\$19.99			
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in Georgia Only														
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUM04	\$0.00	\$715.54	\$467.54	\$148.34	\$17.63		\$19.99			
		Bipolar 0 Zero Substitution														
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	\$0.00	\$0.00	\$805.00				\$19.99			
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	\$0.00	\$0.00	\$805.00				\$19.99			
		Alternate Mark Inversion (AMI)														
		Superframe Format			UEPMG	MCO8F	\$0.00	\$0.00	\$0.00							
		Extended Superframe Format			UEPMG	MCOPO	\$0.00	\$0.00	\$0.00							
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port														
		Exchange Ports														

BELLSOUTH / VeriTel RATES
Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	SCS	USOC	RATES						OBS RATES					
							Rate	Rate	ADD	Rate	ADD	SCS01	SCS02	SCS03	SCS04	SCS05	SCS06	
							Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per
<p>Geographically Deleveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deleveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deleveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/bacomr_clsc/doc/interconnection/feesvzms.pdf to view Geographically Deleveraged UNE Zone Designations by Central Office.</p>																		
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																		
Exchange Ports																		
NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																		
2-WIRE VOICE GRADE LINE PORT RATES (RES)																		
Exchange Ports - 2-Wire Analog Line Port- Res.																		
Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.																		
Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.																		
Exchange Ports - 2-Wire VG unbundled MS extended local dialing parity Port with Caller ID - Res.																		
Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LJM)																		
Subsequent Activity																		
FEATURES																		
All Available Vertical Features																		
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																		
Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus																		
Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller-E484 ID - Bus.																		
Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.																		
Exchange Ports - 2-Wire VG unbundled MS extended local dialing parity Port with Caller ID - Bus.																		
Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus																		
Subsequent Activity																		
FEATURES																		
All Available Vertical Features																		
EXCHANGE PORT RATES (DID & PBX)																		
Exchange Ports - 2-Wire DID Port																		
Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability																		
Exchange Ports - 2-Wire ISDN Port (See Notes below.)																		
All Features Offered																		
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																		

BELLSOUTH / VarTec RATES
Unbundled Network Elements
MISSISSIPPI

Attachment 2
E-Plan C
Rates - Page 03

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	PCS	USOC	RATES					ORG RATES					
							Fee	Plan	Advt	Plan	Advt	One Order Subscribed Rate per LSP	One Order Subscribed Monthly per LSP	Incremental Charge - Shared One Order vs. Standalone-Std	Incremental Charge - Shared One Order vs. Standalone-Advt	Incremental Charge - Shared One Order vs. Standalone-Std Advt	Incremental Charge - Shared One Order vs. Standalone-Std Advt
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
		Exchange Ports - 2-Wire ISDN Port - Channel Profiles				UEPTX UEPSX	UTUMA	\$0.0	\$0.0	\$0.0							
		Exchange Ports - 4-Wire ISDN DS1 Port				UEPEX	UEPEX	\$105.79	\$407.00	\$202.84	\$102.16	\$41.07	\$3.50	\$91.00	\$61.00	\$6.51	\$2.51
		2-Wire VG Unbundled 2-Way PBX Trunk - Res				UEPSE	UEPPD	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus				UEPSP	UEPPC	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus				UEPSP	UEPPC	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus				UEPSP	UEPP1	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus				UEPSP	UEPLD	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus				UEPSP	UEPT2	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire TN Outward Calling Plan PBX Trunk - Bus				UEPSP	UEPT0	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled PBX LD Terminal Ports				UEPSP	UEPLD	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled 2-Way PBX Usage Port				UEPSP	UEPKA	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports				UEPSP	UEPKB	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled PBX LD DDD Terminal Port				UEPSP	UEPKC	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port				UEPSP	UEPKD	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port				UEPSP	UEPKE	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port				UEPSP	UEPKL	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port				UEPSP	UEPKM	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port				UEPSP	UEPKO	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Economy Calling Port				UEPSP	UEPKQ	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Optional Calling Port				UEPSP	UEPKR	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port				UEPSP	UEPKS	\$2.11	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
		Subsequent Activity				UEPSP	USASC	\$0.0	\$0.0	\$0.0	\$3.50	\$19.99					
FEATURES																	
		All Available Vertical Features				UEPSP UEPSB	UEPVF	\$6.75	\$0.0	\$0.0			\$3.5	\$25.50	\$11.34	\$16.00	
EXCHANGE PORT RATES (COIN)																	
		Exchange Ports - Coin Port						\$2.32	\$22.99	\$22.99	\$6.56	\$6.56	\$3.50	\$25.50	\$11.34	\$16.00	\$16.00
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
		End Office Switching (Port Usage)															
		End Office Switching Function, Per MOU						\$0.0023771									
		End Office Trunk Port - Shared, Per MOU						\$0.0016927									
		Tandem Switching (Port Usage) (Local or Access Tandem)															
		Tandem Switching Function Per MOU						\$0.0007634									
		Tandem Trunk Port - Shared, Per MOU						\$0.002634									

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	RCE	USOC	RATES					OBS RATES					
							Rate	Post	Adj	Post	Adj	Rate	Rate	Rate	Rate	Rate	Rate
							Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	See Order Submitted (See per LSP)	See Order Submitted Monthly (per LSP)	Incremental Charge - Month (See Order vs. Month-to-Mo)	Incremental Charge - Month (See Order vs. Month-to-Mo)	Incremental Charge - Month (See Order vs. Month-to-Mo)	Incremental Charge - Month (See Order vs. Month-to-Mo)
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2	\$5.20	\$0.41				\$3.00		\$43.52	\$0.00		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC	\$5.20	\$0.41				\$3.00		\$43.52	\$0.00		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					\$2.87							\$0.00			
ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	\$0.0	\$0.0	\$0.0			\$3.00		\$18.89			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			\$16.71										
		2-Wire VG Loop/Port Combo - Zone 2		2			\$21.45										
		2-Wire VG Loop/Port Combo - Zone 3		3			\$28.75										
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	\$14.58										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	\$19.33										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	\$27.63										
		2-Wire Voice Grade Loop (SL1) - Zone 4		4	UEPBX	UEPLX	\$36.47										
2-Wire Voice Grade Line Port (Bus)																	
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	\$2.12					\$3.00		\$43.52	\$0.00		
		2-Wire voice unbundled port with Caller + E494 ID - bus			UEPBX	UEPBC	\$2.12					\$3.50		\$43.52	\$0.00		
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	\$2.12					\$3.50		\$43.52	\$0.00		
		2-Wire voice Grade unbundled Mississippi extended local dialing party port with Caller ID - bus			UEPBX	UEPAY	\$2.12					\$3.00		\$43.52	\$0.00		
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	\$2.12					\$3.00		\$43.52	\$0.00		
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPBX	LNPCX	\$0.35										
FEATURES																	
		All Features Offered			UEPBX	UEPVF	\$6.75	\$0.0	\$0.0			\$3.5		\$43.52	\$0.00		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2	\$5.20	\$0.41				\$3.00		\$43.52	\$0.00		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC	\$5.20	\$0.41				\$3.00		\$43.52	\$0.00		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					\$2.87							\$0.00			
ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2						\$3.00		\$43.52	\$0.00		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			\$16.71										
		2-Wire VG Loop/Port Combo - Zone 2		2			\$21.45										
		2-Wire VG Loop/Port Combo - Zone 3		3			\$28.75										
		2-Wire VG Loop/Port Combo - Zone 4		4			\$36.58										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
MISSISSIPPI

Attachment E
Exhibit C
Rates - Page 66

CATEGORY	SERVICE	UNBUNDLED NETWORK ELEMENT	Info	Zone	OCB	USOC	RATES					CRR RATES					
							Pre	Post	Adj1	Post	Adj1	SCRR	SCRR1	SCRR2	SCRR3	SCRR4	SCRR5
							Per	Per	Per	Per	Per	Per Order Submitted per LSP	Per Order Submitted Monthly per LSP	Incremental Charge - Standard Per Order vs. Standard-Adj1	Incremental Charge - Standard Per Order vs. Standard-Adj1	Incremental Charge - Standard Per Order vs. Standard-Adj1	Incremental Charge - Standard Per Order vs. Standard-Adj1
LINE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	\$14.50										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	\$18.33										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	\$27.63										
		2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEPRG	UEPLX	\$36.47										
2-Wire Voice Grade Line Port Rates (RES - PBX)																	
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$2.12					\$3.50	\$43.55	\$9.99			
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5										
FEATURES																	
		All Features Offered			UEPRG	UEPVF	\$6.75	\$0.0	\$0.0			\$3.5	\$43.92	\$9.99			
NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2	\$5.20	\$0.41				\$3.50	\$43.55	\$9.99			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC	\$5.20	\$0.41				\$3.50	\$43.55	\$9.99			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					\$2.67						\$9.99				
ADDITIONAL NRCS																	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0			\$3.50	\$19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						\$14.64	\$14.64			\$3.5	\$19.99				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																	
LINE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			\$16.71										
		2-Wire VG Loop/Port Combo - Zone 2		2			\$21.45										
		2-Wire VG Loop/Port Combo - Zone 3		3			\$28.75										
		2-Wire VG Loop/Port Combo - Zone 4		4			\$36.59										
LINE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	\$14.50										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	\$18.33										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	\$27.63										
		2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEPPX	UEPLX	\$36.47										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																	
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$2.12					\$3.50	\$43.55	\$9.99			
		Line Side Unbundled Outgoing PBX Trunk Port - Bus			UEPPX	UEPPD	\$2.12					\$3.50	\$43.55	\$9.99			
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	\$5.19					\$3.50	\$43.55	\$9.99			
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	\$2.12					\$3.50	\$43.55	\$9.99			
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPKA	\$2.12					\$3.50	\$43.55	\$9.99			
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPKB	\$2.12					\$3.50	\$43.55	\$9.99			
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPKC	\$2.12					\$3.50	\$43.55	\$9.99			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPKD	\$2.12					\$3.50	\$43.55	\$9.99			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard 100 Capable Port			UEPPX	UEPKX	\$2.12					\$3.50	\$43.55	\$9.99			

BELLSOUTH / VarToc RATES
Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interin	Zone	SCS	USOC	RATES					OSS RATES					
							Res	Pre	AdT	Post	AdT	SCMBC	SCMAM	SCMAM	SCMAM	SCMAM	SCMAM
							Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Standard See Order vs. Standard-AdT	Incremental Charge - Standard See Order vs. Standard-AdT	Incremental Charge - Standard See Order vs. Standard-AdT	Incremental Charge - Standard See Order vs. Standard-AdT
							Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	See Order Submitted Else per LSR	See Order Submitted Monthly per LSR	Incremental Charge - Standard See Order vs. Standard-AdT	Incremental Charge - Standard See Order vs. Standard-AdT	Incremental Charge - Standard See Order vs. Standard-AdT	Incremental Charge - Standard See Order vs. Standard-AdT
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	\$2.12						\$3.00		\$43.52	\$9.99	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPKM	\$2.12						\$3.00		\$43.52	\$9.99	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPKO	\$2.12						\$3.00		\$43.52	\$9.99	
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Economy Calling Port			UEPPX	UEPKQ	\$2.12						\$3.00		\$43.52	\$9.99	
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Optional Calling Port			UEPPX	UEPKR	\$2.12						\$3.00		\$43.52	\$9.99	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPKS	\$2.12						\$3.00		\$43.52	\$9.99	
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15										
		FEATURES															
		All Features Ordered			UEPPX	UEPVF	\$5.75	\$0.0	\$0.0				\$3.5		\$43.52	\$9.99	
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		\$5.20	\$0.41				\$3.50		\$43.52	\$9.99	
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Charge			UEPPX	USACC		\$5.20	\$0.41				\$3.50		\$43.52	\$9.99	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$2.67							\$0.86		
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.0	\$0.0	\$0.0				\$5.50	\$19.99			
		PBX Subsequent Activity - Charge/Recharge Mullins Hunt Group						\$14.94	\$14.94				\$3.5	\$19.99			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo - Zone 1						\$17.08									
		2-Wire VG Coin Port/Loop Combo - Zone 2						\$21.8									
		2-Wire VG Coin Port/Loop Combo - Zone 3						\$30.10									
		2-Wire VG Coin Port/Loop Combo - Zone 4						\$38.94									
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$14.59										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	\$19.33										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	\$27.63										
		2-Wire Voice Grade Loop (SL1) - Zone 4			UEPCO	UEPLX	\$36.47										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	\$2.47						\$3.5		\$43.52	\$9.99	
		2-Wire Coin 2-Way without Operator Screening and without Blocking, with Dialing Party (Note 3) (MS)			UEPCO	UEPMC	\$2.47						\$3.5		\$43.52	\$9.99	
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900978, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	\$2.47						\$3.5		\$43.52	\$9.99	
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900978, 1+DDD, with Dialing Party (MS)			UEPCO	UEPMA	\$2.47						\$3.5		\$43.52	\$9.99	
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	\$2.47						\$3.5		\$43.52	\$9.99	
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking, with Dialing Party (MS)			UEPCO	UEPMB	\$2.47						\$3.5		\$43.52	\$9.99	

BELLSOUTH / VeriTel RATES
Unbundled Network Elements
M3383PP1

Attachment 2
EINR C
Rate - Page 88

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	DCI	USOC	RATES					OBS RATES					
							Res	Plat	ADT	Plat	ADT	Per Order Submitted Mths per LBR	Per Order Submitted Monthly per LBR	Incremental Charge - Manual Per Order vs. Blockrate-Tot	Incremental Charge - Manual Per Order vs. Blockrate-Add'l	Incremental Charge - Manual Per Order vs. Blockrate-Base Tot	Incremental Charge - Manual Per Order vs. Blockrate-Base Add'l
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin 2-W Operator Screening: 900 Block: 900/976, 1+DDD, 011+, Local, with Dialing Parity (MS)			UEPCO	UEPCJ	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin Outward without Blocking and without Operator Screening: With Dialing Parity (MS)			UEPCO	UEPME	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPFJ	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin Outward with Operator Screening and 011 Blocking: with Dialing Parity (MS)			UEPCO	UEPMD	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, and Local, with Dialing Parity (MS)			UEPCO	UEPCS	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPOK	\$2.47					\$3.5	\$43.52	\$9.99			
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPGR	\$2.47					\$3.5	\$43.52	\$9.99			
		ADDITIONAL LINE COIN PORT/LOOP (RC)															
		LINE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	UNECU	\$4.92	\$0.0	\$0.0								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	\$0.36										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPCO	USAC2		\$5.20	\$0.41			\$3.5	\$43.52	\$9.99			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPCO	USACC		\$5.20	\$0.41			\$3.5	\$43.52	\$9.99			
		ADDITIONAL OFFICE															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		\$0.0	\$0.0			\$3.5	\$43.52	\$9.99			
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
		LINE Port/Loop Combination Rates															
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			\$31.12										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			\$38.90										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			\$52.14										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 4		4			\$63.91										
		LINE Loop Rates															
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	\$21.71	\$210.42	\$135.59	\$104.08	\$20.59		\$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	\$30.19	\$210.42	\$135.59	\$106.05	\$21.21		\$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	\$42.73	\$210.42	\$135.59	\$104.08	\$20.59		\$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 4		4	UEPPX	UECD1	\$54.50	\$210.42	\$135.59	\$104.08	\$20.59		\$19.99				
		LINE Port Rate															
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	\$9.41	\$236.29	\$37.43	\$122.88	\$7.71		\$19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch with charge			UEPPX	USAC1		\$14.59	\$3.72				\$19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		\$14.59	\$3.72				\$19.99				

BELLSOUTH / Votac RATES
Unbundled Network Elements
MISSISSIPPI

Attachment 2
Exhibit C
Rates - Page 98

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Prefix	Zone	BCB	USOC	Rate	RATES				OSS RATES					
								Nonrecurrent		Recurrent		One Order Substantiated Else per LSN	One Order Substantiated Monthly per LSN	Incremental Charge - Normal One Order vs. Electronic-Add'l	Incremental Charge - Normal One Order vs. Electronic-Add'l	Incremental Charge - Normal One Order vs. Electronic-Add'l	Incremental Charge - Normal One Order vs. Electronic-Add'l
								Post	Add'l	Post	Add'l						
ADDITIONAL NRCS																	
		2-Wire DID Subsequent Activity - Add Trunk, Per Trunk			UEPPX	USAS1		\$53.49	\$53.49					\$19.99			
Telephone Number/Trunk Group Establishment Charges																	
		DID Trunk Termination (One Per Port)			UEPPX	NDT	\$0.00	\$0.0	\$0.0					\$19.99			
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	\$0.00	\$0.0	\$0.0					\$19.99			
		DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND5	\$0.00	\$0.0	\$0.0					\$19.99			
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00					\$19.99			
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00					\$19.99			
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPX	LNPQP	\$3.15										
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																	
UNE Port/Loop Combination Rates																	
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1	1		UEPPB	UEPPR	\$42.99										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	2		UEPPB	UEPPR	\$53.99										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	3		UEPPB	UEPPR	\$67.27										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 4	4				\$106.99										
UNE Loop Rates																	
		2-Wire ISDN Digital Grade Loop - UNE Zone 1	1		UEPPB	UEPPR	USL2X	\$26.66	\$233.54	\$167.71	\$104.66	\$30.99		\$19.99			
		2-Wire ISDN Digital Grade Loop - UNE Zone 2	2		UEPPB	UEPPR	USL2X	\$36.96	\$233.54	\$156.71	\$104.66	\$30.99		\$19.99			
		2-Wire ISDN Digital Grade Loop - UNE Zone 3	3		UEPPB	UEPPR	USL2X	\$52.94	\$233.54	\$156.71	\$104.66	\$30.99		\$19.99			
		2-Wire ISDN Digital Grade Loop - UNE Zone 4	4		UEPPB	UEPPR	USL2X	\$106.95	\$233.54	\$156.71	\$104.66	\$30.99		\$19.99			
UNE Port Rate																	
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	\$14.33	\$146.36	\$106.63	\$66.12	\$21.37		\$19.99			
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	\$0.0	\$76.91	\$42.99				\$19.99			
ADDITIONAL NRCS																	
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPQX	\$0.36	\$0.99	\$0.00							
B-CHANNEL USER PROFILE ACCESS:																	
		CVS/CSD (DMS/SESS)			UEPPB	UEPPR	U1UCA	\$0.00	\$0.00	\$0.00							
		CVS (EWSO)			UEPPB	UEPPR	U1UCB	\$0.00	\$0.00	\$0.00							
		CSD			UEPPB	UEPPR	U1UCC	\$0.00	\$0.00	\$0.00							
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, TN, & TX)																	
		CVS/CSD (DMS/SESS)			UEPPB	UEPPR	U1UCD	\$0.00	\$0.00	\$0.00							

BELLSOUTH / Var/Tar RATES
Unbundled Network Elements
MISSISSIPPI

CATEGORY	UNBUNDLED NETWORK ELEMENT	Units	Zone	BCS	USOC	RATES					OSB RATES						
						Rate	Post	ADD	Post	ADD	Per Order Submitted (See per LER)	Per Order Submitted Monthly (per LER)	Incremental Change - Month/Per Order vs. Electronic-Add'l				
						Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring	Nonrecurring							
						Rate	Post	ADD	Post	ADD	OSBCC	OSBDD	OSBEE	OSBFF	OSBGG	OSBHH	
	CVS (EWSO)			UEPPB UEPPR	U1UCE	\$0.00	\$0.00	\$0.00									
	CSD			UEPPB UEPPR	U1UCF	\$0.00	\$0.00	\$0.00									
	USER TERMINAL PROFILE																
	User Terminal Profile (EWSO only)			UEPPB UEPPR	U1UMA	\$0.00	\$0.00	\$0.00									
	VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	\$6.75	\$0.00	\$0.00									
	INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	\$20.67	\$106.72	\$48.63					\$0.0				
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	\$0.0323	\$0.0	\$0.0			\$0.0	\$0.0					
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		\$212.84											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		\$316.50											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		\$356.67											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 4		4	UEPPP		\$672.52							\$19.99				
	UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	\$107.50	\$504.26	\$315.00	\$91.54	\$23.97			\$19.99				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	\$212.71	\$504.26	\$315.00	\$91.54	\$23.97			\$19.99				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	\$251.16	\$504.26	\$315.00	\$91.54	\$23.97			\$19.99				
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPPP	USL4P	\$566.44	\$504.26	\$315.00	\$91.54	\$23.97			\$19.99				
	UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	\$106.79	\$407.00	\$202.84	\$182.15	\$41.07			\$19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion - Switching			UEPPP	USACP	\$0.00	\$237.62	\$199.80					\$19.99				
	ADDITIONAL NRCS																
	4-Wire DS1 Loop/4-W ISDN Digt Trk Port - Subseq Actry-Inward/Outw Tel Nbrs within Std Allowance			UEPPP	PR7TF		\$0.9768						\$19.99				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		\$23.02	\$23.02					\$19.99				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nbr Above Std Allowance			UEPPP	PR7ZI		\$46.05	\$46.05					\$19.99				
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	\$1.75											
	INTERFACE (Provisioning Only)																
	Voice/Data			UEPPP	PR7IV	\$0.00	\$0.00	\$0.00									
	Digital Data			UEPPP	PR7ID	\$0.00	\$0.00	\$0.00									
	Inward Data			UEPPP	PR7IE	\$0.00	\$0.00	\$0.00									

BELLSOUTH / Va/Tec RATES
Unbundled Network Elements
NORTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	FCS	USOC	RATES			QSS RATES														
							Port	Port	ADD	One Order Submitted Rate per LSR	One Order Submitted (Monthly) per LSR	Incremental Charge - Month One Order vs. BaseRate-Std	Incremental Charge - Month One Order vs. BaseRate-Std (1st)	Incremental Charge - Month One Order vs. BaseRate-Std (1st)	Incremental Charge - Month One Order vs. BaseRate-Std (1st)									
							Port	Port	ADD	QSS01	QSS02	QSS03	QSS04	QSS05	QSS06									
<p>Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in the Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deaveraged UNE Zone Rate Structures. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_dca/doc/interconnection/beservezms.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.</p>																								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																								
Exchange Ports																								
NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																								
3-WIRE VOICE GRADE LINE PORT RATES (RES)																								
Exchange Ports - 2-Wire Analog Line Port- Res.													UEP8R	UEP8L	\$2.19	\$21.60	\$21.60	\$3.50		\$26.94	\$12.76			
Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.													UEP8R	UEP8C	\$2.19	\$21.6	\$21.60	\$3.50		\$26.94	\$12.76			
Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.													UEP8R	UEP8O	\$2.19	\$21.6	\$21.60	\$3.50		\$26.94	\$12.76			
Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)													UEP8R	UEP8P	\$2.19	\$21.00	\$21.00	\$3.50		\$26.94	\$12.76			
Subsequent Activity													UEP8R	USASC	\$0.0	\$0.0	\$0.0	\$3.50	\$19.99					
FEATURES																								
All Available Vertical Features													UEP8R	UEP8V	\$3.40	\$0.0	\$0.0	\$3.5		\$26.94	\$12.76			
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																								
Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus													UEP8B	UEP8L	\$2.19	\$21.60	\$21.60	\$3.50		\$26.94	\$12.76			
Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller-Ed4 ID - Bus													UEP8B	UEP8C	\$2.19	\$21.6	\$21.60	\$3.50		\$26.94	\$12.76			
Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus													UEP8B	UEP8O	\$2.19	\$21.6	\$21.60	\$3.50		\$26.94	\$12.76			
Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus													UEP8B	UEP81	\$2.19	\$21.6	\$21.60	\$3.50		\$26.94	\$12.76			
Subsequent Activity													UEP8B	USASC	\$0.0	\$0.0	\$0.0	\$3.50	\$19.99					
FEATURES																								
All Available Vertical Features													UEP8B	UEP8V	\$3.4	\$0.0	\$0.0	\$3.50		\$26.94	\$12.76			
EXCHANGE PORT RATES (DID & PBX)																								
Exchange Ports - 2-Wire DID Port													UEPEX	UEPP2	\$12.38	\$106.78	\$94.90	\$3.50		\$26.94	\$12.76			
Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability													UEPDD	UEPDD	\$123.66	\$143.53	\$92.66		\$19.99					
Exchange Ports - 2-Wire ISDN Port (See Notes below.)													UEPTX	UEPSX	\$24.50	\$117.59	\$117.59	\$3.50		\$26.30	\$26.30			
All Features Offered													UEPTX	UEPSX	\$3.40	\$0.0	\$0.0							
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																								
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Same File Request/New Business Request Process.																								
Exchange Ports - 2-Wire ISDN Port -- Channel Profiles													UEPTX	UEPSX		\$0.0	\$0.0							
Exchange Ports - 4-Wire ISDN DS1 Port													UEPEX	UEPEX	\$179.79	\$241.63	\$241.63	\$3.50		\$23.69	\$23.69			

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BELLSOUTH / VeriTel RATES
Unbundled Network Elements
NORTH CAROLINA

Attachment #
EXHIBIT C
Rates - Page 76

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	OCB	MSOC	RATES					OBS RATES					
							Rate	Flat	Add	Flat	Add	Per Order Submitted Rate per LSP	Per Order Submitted Monthly per LSP	Incremental Change - Month/Per Order vs. Standard-Add	Incremental Change - Month/Per Order vs. Standard-Add1	Incremental Change - Month/Per Order vs. Standard-Add1	Incremental Change - Month/Per Order vs. Standard-Add1
							Rate	Flat	Add	Rate	Add	BSMSE	BSMSE	BSMSE	BSMSE	BSMSE	BSMSE
		2-Wire VQ Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	\$2.18	\$21.60	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire VQ Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire VQ Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPQ	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire VQ Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPT0	\$2.18	\$21.6	\$9.00			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPSP	UEPXC	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard ID Capable Port			UEPSP	UEPXD	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	\$2.18	\$21.6	\$21.60			\$3.50	\$26.94	\$12.78			
		Subsequent Activity			UEPSP	USASC	\$0.0	\$0.0	\$0.0			\$3.50	\$18.99				
FEATURES		All Available Vertical Features			UEPSP	UEPSE	UEPYF	\$3.4	\$0.0	\$0.0			\$3.5	\$26.94	\$12.78		
EXCHANGE PORT RATES (COB)		Exchange Ports - Cbn Port					\$2.50	\$21.60	\$21.60			\$3.5	\$26.94	\$12.78			
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BPR/New Business Request Process. Rates for the packet capabilities will be determined via the B-Line Side Request/New Business Request Process.																	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
		End Office Switching (Port Usage)															
		End Office Switching Function, Per MOU					\$0.0015										
		End Office Trunk Port - Shared, Per MOU					\$0.0023										
		Tandem Switching (Port Usage) (Local or Access Tandem)															
		Tandem Switching Function Per MOU					\$0.0008										
		Tandem Trunk Port - Shared, Per MOU					\$0.0008										
		Common Transport															
		Common Transport - Per Mile, Per MOU					\$0.00001										
		Common Transport - Facilities Termination Per MOU					\$0.00034										
UNBUNDLED PORT/LOOP COMBINATIONS																	
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	

BELLSOUTH / VeriTel RATES
Unbundled Network Elements
NORTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Install	Zone	SCS	USOC	RATES					OSS RATES												
							Flat	Per	Addl	Per	Addl	See Order Submitted Else per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Month See Order vs. Standalone-Flat	Incremental Charge - Month See Order vs. Standalone-Addl	Incremental Charge - Month See Order vs. Standalone-Flat	Incremental Charge - Month See Order vs. Standalone-Addl							
																		Nonrecurring	Nonrecurring	Nonrecurring				
Rate	Rate	Addl	Rate	Addl	OSRSP	OSLSP	OSRSP	OSLSP	OSRSP	OSLSP														
<p>Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.</p>																								
<p>Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.</p>																								
<p>End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.</p>																								
<p>For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.</p>																								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																								
UNE Port/Loop Combination Rates																								
2-Wire VG Loop/Port Combo - Statewide			rw																					
UNE Loop Rates																								
2-Wire Voice Grade Loop (SL1) - Statewide			rw		UEPRX	UEPLX	\$14.18																	
2-Wire Voice Grade Line Port Rates (Res)																								
2-Wire voice unbundled port - residence					UEPRX	UEPRL	\$2.28				\$3.50		\$40.18		\$8.45									
2-Wire voice unbundled port with Caller ID - res					UEPRX	UEPRC	\$2.28				\$3.50		\$40.18		\$8.45									
2-Wire voice unbundled port outgoing only - res					UEPRX	UEPRO	\$2.28				\$3.50		\$40.18		\$8.45									
2-Wire voice unbundled res. low usage line port with Caller ID (LUM)					UEPRX	UEPAP	\$2.28				\$3.50		\$40.18		\$8.45									
FEATURES																								
All Features Offered					UEPRX	UEPVF	\$3.4	\$0.0	\$0.0			\$3.5		\$40.18		\$8.45								
LOCAL NUMBER PORTABILITY																								
Local Number Portability (1 per port)					UEPRX	LNPCX	\$0.35																	
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																								
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is					UEPRX	USAC2	\$2.77	\$0.40			\$3.50		\$40.18		\$8.45									
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge					UEPRX	USACC	\$2.77	\$0.40			\$3.50		\$40.18		\$8.45									
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							\$1.42						\$10.27											
ADDITIONAL NRCs																								
2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity					UEPRX	USAS2	\$0.0	\$0.0	\$0.0		\$3.50	\$18.89												
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																								

BELLSOUTH / Var/Tar RATES
Unbundled Network Elements
NORTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Serv	SCS	MSOC	RATES					CBS RATES					
							Res	Flt	ACT	Flt	ACT	Per Order Submitted (See per LSR)	Per Order Submitted Monthly (per LSR)	Incremental Change - Shared (See Order vs. Standalone-Int)	Incremental Change - Shared (See Order vs. Standalone-Add'l)	Incremental Change - Shared (See Order vs. Standalone-Other)	Incremental Change - Shared (See Order vs. Standalone-Other Add'l)
							Recurring	Nonrecurring	Disconn	Disconn	Disconn						
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Statewide		sw			\$16.40										
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPBX	UEPLX	\$14.10										
2-Wire Voice Grade Line Port (Bus)																	
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	\$2.28				\$3.50		\$40.18	\$9.45			
		2-Wire voice unbundled port with Caller + E911 ID - bus			UEPBX	UEPBC	\$2.28				\$3.50		\$40.18	\$9.45			
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	\$2.28				\$3.50		\$40.18	\$9.45			
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	\$2.28				\$3.50		\$40.18	\$9.45			
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPBX	LNPCX	\$0.35										
FEATURES																	
		All Features Offered				UEPVF	\$3.4	\$0.0	\$0.0		\$3.5		\$40.18	\$9.45			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is				USAC2	\$2.77	\$0.40			\$3.50		\$40.18	\$9.45			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPBX	USACC	\$2.77	\$0.40			\$3.50		\$40.18	\$9.45			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					\$1.42						\$10.27				
ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2					\$3.6		\$40.18	\$9.45			
3-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Statewide		sw			\$16.40										
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL 1) - Statewide		sw	UEPRG	UEPLX	\$14.10										
2-Wire Voice Grade Line Port Rates (RES - PBX)																	
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$2.28				\$3.50		\$40.18	\$9.45			
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5										
FEATURES																	
		All Features Offered			UEPRG	UEPVF	\$3.4	\$0.0	\$0.0		\$3.5		\$40.18	\$9.45			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2	\$2.77	\$0.40			\$3.50		\$40.18	\$9.45			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Charge			UEPRG	USACC	\$2.77	\$0.40			\$3.50		\$40.18	\$9.45			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					\$1.42						\$10.27				
ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0		\$3.50	\$19.99					

BELLSOUTH / VarToc RATES
Unbundled Network Elements
NORTH CAROLINA

Attachment 2
Exhibit C
Rates - Page 78

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	SOS	SBOC	RATES					OBS RATES						
							Type	Port	ADD	Port	ADD	E050	E0501	E0502	E0503	E0504	E0505	E0506
		PBX Subsequent Activity - Change/Rearrange Mulline Hunt Group						\$14.64	\$14.64			\$3.5	\$19.99					
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
		UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Statewide		sw				\$16.45										
		UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Statewide		sw	UEPPX	UEPLX		\$14.18										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC		\$2.28				\$3.50	\$40.18	\$8.45				
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO		\$2.28				\$3.50	\$40.18	\$8.45				
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Port			UEPPX	UEPXB		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPXC		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXD		\$2.28				\$3.50	\$40.18	\$8.45				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS		\$2.28				\$3.50	\$40.18	\$8.45				
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP		\$3.15										
		FEATURES																
		All Features Offered			UEPPX	UEPVF		\$3.4	\$0.0	\$0.0		\$3.5	\$40.18	\$8.45				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		\$2.77	\$0.40			\$3.50	\$40.18	\$8.45				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Charge			UEPPX	USACC		\$2.77	\$0.40			\$3.50	\$40.18	\$8.45				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$1.42					\$10.27					
		ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2		\$0.0	\$0.0	\$0.0		\$8.50	\$19.99					
		PBX Subsequent Activity - Change/Rearrange Mulline Hunt Group						\$14.64	\$14.64			\$3.5	\$19.99					
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
		UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo - Statewide						\$16.80										
		UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Statewide			UEPCD	UEPLX		\$14.18										

BELLSOUTH / VarTec RATES
Unbundled Network Elements
NORTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	ICS	SBOC	Rate	RATES				OBS RATES												
								Pre	Add1	Post	Add1	Pre	Post	Pre	Post	Pre	Post	Pre	Post					
																				Nonrecuring		Nonrecuring		Pre Order Subscribed Rate per LSP
								Pre	Add1	Post	Add1	Pre	Post	Pre	Post	Pre	Post							
2-Wire Voice Grade Line Ports (CORP)																								
		2-Wire Coin 2-Way without Operator Screening and without Blocking (NC)			UEPCO	UEPND	\$2.62								\$3.5	\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening (NC)			UEPCO	UEPNC	\$2.62								\$3.5	\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	\$2.62								\$3.5	\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNB	\$2.62								\$3.5	\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	\$2.62								\$3.5	\$40.18	\$9.45							
		2-Wire Coin Outward with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNE	\$2.62								\$3.5	\$40.18	\$9.45							
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC)			UEPCO	UEPCL	\$2.62								\$3.5	\$40.18	\$9.45							
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	\$2.62								\$3.5	\$40.18	\$9.45							
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCN	\$2.62								\$3.5	\$40.18	\$9.45							
ADDITIONAL UNE COIN PORT/LOOP (RC)																								
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECV	\$3.7	\$0.0	\$0.0															
LOCAL NUMBER PORTABILITY																								
		Local Number Portability (1 per port)			UEPCO	LNPGX	\$0.36																	
NONRECURRING CHARGES - CURRENTLY COMBINED																								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-96-16			UEPCO	USAC2	\$2.77	\$0.40							\$3.5	\$40.18	\$9.45							
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC	\$2.77	\$0.40							\$3.5	\$40.18	\$9.45							
ADDITIONAL NRCS																								
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		\$0.0	\$0.0						\$3.5	\$40.18	\$9.45							
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																								
UNE Port/Loop Combination Rates																								
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - Statewide	sw				\$31.07																	
UNE Loop Rates																								
		2-Wire Analog Voice Grade Loop - (8L2) - Statewide	sw				\$19.50	\$142.97	\$106.56						\$19.99									
UNE Port Rate																								
		Exchange Ports - 2-Wire DID Port				UEPD1	\$12.36	\$106.76	\$94.60						\$19.99									
NONRECURRING CHARGES - CURRENTLY COMBINED																								
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-96-16				USAC1	\$13.26	\$8.39							\$19.99									
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges				USA1C	\$13.26	\$8.39							\$19.99									
ADDITIONAL NRCS																								
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		\$53.49							\$19.99									
Telephone Number/Trunk Group Establishment Charges																								
		DID Trunk Termination (One Per Port)			UEPPX	NDT	\$0.00	\$0.0	\$0.0						\$19.99									
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	\$0.00	\$0.0	\$0.0						\$19.99									

BELLSOUTH / VerTec RATES
Unbundled Network Elements
NORTH CAROLINA

Attachment 2
Exhibit C
Rates - Page 82

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Initial	Term	SCS	NOC	Rate	RATES				OBS RATES							
								Post	Ad1	Post	Ad1	NOBS	OSBS	OSBS1	OSBS2	OSBS3	OSBS4		
								Per	Per	Per	Per	Per	Per	Per	Per	Per	Per		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk				UEPDC	USAWB		\$288.99	\$133.97					\$19.99					
ADDITIONAL NRCs																			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order				UEPDC	USAS4		\$127.63	\$127.63										
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation Chan - 2-Way Trunk				UEPDC	UDTA		\$28.61	\$28.61					\$19.99					
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation Chan - 1-Way Outward Trunk				UEPDC	UDTB		\$28.61	\$28.61					\$19.99					
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqnt Channel Activation Chan - Inward Trunk w/out DID				UEPDC	UDTC		\$28.61	\$28.61					\$19.99					
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqnt Chan Activation Per Chan - Inward Trunk with DID				UEPDC	UDTD		\$28.61	\$28.61										
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqnt Chan Activation / Chan - 2-Way DID w User Trans				UEPDC	UDTE		\$28.61	\$28.61					\$19.99					
BIPOLAR 8 ZERO SUBSTITUTION																			
	B8Z8 - Superframe Format				UEPDC	CCOSF		\$0.00	\$915.00					\$19.99					
	B8Z8 - Extended Superframe Format				UEPDC	CCOEF		\$0.00	\$915.00					\$19.99					
Alternate Mark Inversion																			
	AMI - Superframe Format				UEPDC	MCOSF		\$0.00	\$0.00										
	AMI - Extended Superframe Format				UEPDC	MCOFO		\$0.00	\$0.00										
Telephone Number/Trunk Group Establishment Charges																			
	Telephone Number for 2-Way Trunk Group				UEPDC	UDTGX		\$0.00											
	Telephone Number for 1-Way Outward Trunk Group				UEPDC	UDTGY		\$0.00						\$19.99					
	Telephone Number for 1-Way Inward Trunk Group Without DID				UEPDC	UDTGZ		\$0.00						\$19.99					
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers				UEPDC	NDZ		\$0.00	\$0.00	\$0.00				\$19.99					
	DID Numbers for each Group of 20 DID Numbers				UEPDC	ND4		\$0.00						\$19.99					
	DID Numbers, Non-consecutive DID Numbers - Per Number				UEPDC	ND6		\$0.00						\$19.99					
	Reserve Non-Consecutive DID Nos.				UEPDC	ND8		\$0.00	\$0.00	\$0.00				\$19.99					
	Reserve DID Numbers				UEPDC	NDV		\$0.00	\$0.00	\$0.00				\$19.99					
Dedicated DS1 (Interoffice Channel Mileage) - FX/PCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																			
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)				UEPDC	1LNO1		\$71.29	\$217.17	\$163.75	\$0.00	\$0.00		\$19.99					
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles				UEPDC	1LNOA		\$0.0783	\$0.00	\$0.00				\$19.99					
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)				UEPDC	1LNO2		\$0.0900	\$0.00	\$0.00									
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles				UEPDC	1LNOB		\$0.0783	\$0.00	\$0.00									
	Interoffice Channel Mileage - Fixed rate 26+ miles (Facilities Termination)				UEPDC	1LNO3		\$0.00	\$0.00	\$0.00	\$0.00								
	Interoffice Channel Mileage - Additional rate per mile - 26+ miles				UEPDC	1LNO4		\$0.0783	\$0.00	\$0.00									
	Local Number Portability, per DS0 Activated				UEPDC	LNPCP		\$3.15	\$0.00	\$0.00	\$0.00								
	Central Office Termination Point				UEPDC	CTG		\$0.00											
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																			
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																		

BELLSOUTH / VarTec RATES
 Unbundled Network Elements
 NORTH CAROLINA

Attachment 2
 Exhibit C
 Rates - Page 64

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Units	SIC	WBOC	RATES					OSS RATES					
							Rate	Port	Adt1	Port	Adt1	See Order Submitted Bas per LBR	See Order Submitted Monthly per LBR	Incremental Charge - Manual See Order vs. Electronic-1st	Incremental Charge - Manual See Order vs. Electronic-Adt1	Incremental Charge - Manual See Order vs. Electronic-Dist Test	Incremental Charge - Manual See Order vs. Electronic-Dist Adt1
							Nonrecuring	Nonrecuring	Discontinued								
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	\$0.65	\$25.27	\$13.34	\$4.15	\$4.12		\$19.99				
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	\$0.65	\$77.75	\$16.33	\$58.74	\$11.48		\$19.99				
		Telephone Number Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NDT	\$0.00										
		Equip Trk Gp and Provide 1st 20 DID Nos. (FL, GA, NC & SC)			UEPPX	NDZ	\$0.00	\$0.00	\$0.00				\$19.99				
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	\$0.00	\$0.00	\$0.00				\$19.99				
		Non-Consecutive DID Numbers - per number			UEPPX	ND6	\$0.00	\$0.00	\$0.00				\$19.99				
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00								
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00								
		Local Number Portability															
		Local Number Portability - 1 per port			UEPPX	LNPCP	\$3.15	\$0.00	\$0.00								
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only															
		All Features Available			UEPPX	UEPVF	\$3.40	\$0.00	\$0.00				\$19.99				

BELLSOUTH / Var/Tec RATES
 Unbundled Network Elements
 NORTH CAROLINA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Start	Date	SCS	USOC	RATES					OBS RATES							
							Per	Flat	Adj	Flat	Adj	Per Order Submitted \$/m per LSR	Per Order Submitted Monthly per LSR	Incremental Charge - Month \$/m Order vs. Electronic-Int	Incremental Charge - Month \$/m Order vs. Electronic-Adj	Incremental Charge - Month \$/m Order vs. Electronic-Int	Incremental Charge - Month \$/m Order vs. Electronic-Adj		
							Measuring	Measuring	Measuring	Measuring	Measuring	Measuring	Measuring	Measuring	Measuring	Measuring	Measuring		

BELLSOUTH / VeriTec RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	OC	VOC	RATES				OBS RATES						
							Rate	Flat	AMT	Rate	AMT	Rate	AMT	Rate	AMT	Rate	AMT
	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, I.A.. Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_cisc/docs/interconnection/become.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.																
UNBUNDLED LOCAL EXCHANGE SWITCHES(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail UBOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (REG)																
		Exchange Ports - 2-Wire Analog Line Port - Reg			UEPRR	UEPRL	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Reg			UEPRR	UEPRC	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Reg			UEPRR	UEPRO	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire VG unbundled SC extended local															
		Exchange Ports - 2-Wire VG with Caller ID - Reg			UEPRR	UEPAU	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire VG unbundled South Carolina Area															
		Exchange Ports - 2-Wire VG with Caller ID - Reg (LWR)			UEPRR	UEPAJ	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire VG unbundled res. low usage line															
		port with Caller ID (LUM)			UEPRR	UEPAP	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Subsequent Activity			UEPRR	USARC	\$0.0	\$0.0	\$0.0		\$3.5	\$19.99					
	FEATURES																
		All Available Vertical Features			UEPRR	UEPVF	\$6.29	\$0.0	\$0.0		\$3.5		\$44.42	\$14.63			
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPRB	UEPBL	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire VG unbundled Line Port with															
		unbundled port with Caller ID - Bus			UEPRB	UEPRC	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus			UEPRB	UEPRO	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire VG unbundled SC extended local															
		Exchange Ports - 2-Wire VG with Caller ID - Bus			UEPRB	UEPAZ	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire VG unbundled incoming only port with															
		Caller ID - Bus			UEPRB	UEPDI	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Exchange Ports - 2-Wire VG unbundled South Carolina Bus															
		Area, Callina Port with Caller ID - Bus (LMB)			UEPRB	UEPAB	\$2.35	\$24.98	\$24.98		\$3.50		\$44.42	\$14.63			
		Subsequent Activity			UEPRB	USARC	\$0.0	\$0.0	\$0.0		\$3.5	\$19.99					
	FEATURES																
		All Available Vertical Features			UEPRB	UEPVF	\$6.29	\$0.0	\$0.0		\$3.50		\$44.42	\$14.63			
	EXCHANGE PORT RATES (DID & PEX)																
		Exchange Ports - 2-Wire DID Port			UEPSX	UEPP2	\$6.66	\$239.14	\$37.54	\$120.05	\$7.54	\$1.50	\$67.52	\$67.52			
		Exchange Ports - DOTS Port - 4-Wire DBT Port with DID															
		capabilities:			UEPDD	UEPDD	\$73.62	\$404.94	\$191.80	\$146.50	\$4.93	\$19.99					
		Exchange Ports - 2-Wire ISDN Port (See Notes below)			UEPTX	UEPSX	\$13.36	\$146.88	\$109.21	\$95.79	\$21.92	\$3.50	\$67.52	\$67.52			
		All Features Offered			UEPTX	UEPSX	\$6.29	\$0.0	\$0.0								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bone Fide Request/New Business Request Process.																
		Exchange Ports - 2-Wire ISDN Port - Channel Profiles			UEPTX	UEPSX	\$0.0	\$0.0	\$6.8								

BELLSOUTH / VeriTel RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Market	Zone	PCS	USOC	RATES					OSE RATES						
							Rate	Post	Adj1	Post	Adj1	Per Order Submitted (Per per LBR)	Per Order Submitted Monthly (per LBR)	Incremental Change - Month (Per Order vs. Month-to-Mo)	Incremental Change - Month (Per Order vs. Month-to-Mo-Adj1)	Incremental Change - Month (Per Order vs. Month-to-Mo-1st)	Incremental Change - Month (Per Order vs. Month-to-Mo-Adj1)	
																		Mon
		Exchange Ports - 4-Wire ISDN DSI Port			UEPEX	UEPEX	\$107.44	\$208.53	\$209.58	\$158.70	\$21.52	\$3.50	\$95.48	\$95.48				
		2-Wire V3 Unbundled 2-Way PBX Trunk - Ring			UEPSE	UEPRD	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire V3 Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire V3 Line Side Unbundled Outgoing PBX Trunk - Bus			UEPSP	UEPPO	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire V3 Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPPI	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Analog IN 2-Way Callout Line PBX Trunk - Bus			UEPSP	UEPT2	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire IN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled PBX LD Terminal Port			UEPSP	UEPLD	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled 2-Way PBX Unseal Port			UEPSP	UEPXA	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Port			UEPSP	UEPXB	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPSP	UEPXC	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD																
		Carriage Port			UEPRP	UEPXE	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy																
		Administrative Calling Post			UEPRP	UEPXL	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy																
		Room Calling Post			UEPRP	UEPXM	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		Discount Floor Calling Post																
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPYO	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus			UEPSP	UEPKS	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		Calling Post			UEPSP	UEPKT	\$2.35	\$24.36	\$24.36			\$3.50	\$41.86	\$14.46				
		Subsequent Activity			UEPSP	USASC	\$0.0	\$0.0	\$0.0			\$3.5	\$19.86	\$14.46				
	FEATURES	All Available Vertical Features			UEPSP	UEPSE	UEPYF	\$5.29	\$0.0	\$0.0		\$3.5	\$41.86	\$14.46				
	EXCHANGE PORT RATES (COST)	Exchange Ports - Coin Port					\$2.77	\$24.75	\$24.75			\$3.50	\$43.48	\$14.57				
		Local Switching Features offered with Port																
		NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
		NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
		Exchange port - 4-wire ISDN trunk port - all available features included			UEPEX		\$251.00	\$311.73	\$311.73			\$3.50	\$95.48	\$95.48				
		Exchange Port - 2-wire ISDN digital line side port with three features included			U1PMA		\$38.01	\$70.32	\$70.32			\$3.50	\$67.52	\$67.52				
		UNBUNDLED LOCAL SWITCHING, PORT USAGE																
		End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					\$0.0019285											
		End Office Trunk Port - Shared, Per MOU					\$0.0002581											
		Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					\$0.0006843											
		Tandem Trunk Port - Shared, Per MOU					\$0.0004034											
		Common Transport																
		Common Transport - Per Mile, Per MOU					\$0.0000121											
		Common Transport - Facilities Termination Per MOU					\$0.0004872											
		UNBUNDLED PORT/LOOP COMBINATIONS																
		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																

BELL SOUTH / ViaTec RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Units	Rate	SOS	USOC	RATES					OBS RATES																				
							Res	Post	AMT	Post	AMT	SOSMC	SOSLN																			
																					Res	Post	AMT	Post	AMT	SOSMC	SOSLN	SOSLN	SOSLN	SOSLN	SOSLN	SOSLN
LINE Port/Loop Combination Rates																																
		2-Wire VG Loop/Port Combo - Zone 1		1																												
		2-Wire VG Loop/Port Combo - Zone 2		2																												
		2-Wire VG Loop/Port Combo - Zone 3		3																												
LINE Loop Rates																																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPBX	UEPLX																										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPBX	UEPLX																										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPBX	UEPLX																										
2-Wire Voice Grade Line Port (Bus)																																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPRL																										
		2-Wire voice unbundled port with Caller ID - bus			UEPBX	UEPBC																										
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO																										
		2-Wire voice Grade unbundled South Carolina extended local																														
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPAZ																										
		2-Wire voice unbundled South Carolina Bus Area Calling Port			UEPBX	UEPBI																										
		with Caller ID (LMB)			UEPBX	UEPAB																										
LOCAL NUMBER PORTABILITY																																
		Local Number Portability (1 per port)			UEPBX	LNPCY																										
FEATURES																																
		All Features Offered			UEPBX	UEPVF																										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																																
		2-Wire Voice Grade Loop / Line Port Combination -																														
		Conversion - Switch-as-is			UEPBX	USAC2																										
		2-Wire Voice Grade Loop / Line Port Combination -																														
		Conversion - Switch with change			UEPBX	USACC																										
		2-Wire Voice Grade Loop / Line Port Combination -																														
		Conversion - Subsequent Database Update																														
ADDITIONAL NRCs																																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent																														
		Activity			UEPBX	USAG2																										
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																																
LINE Port/Loop Combination Rates																																
		2-Wire VG Loop/Port Combo - Zone 1		1																												
		2-Wire VG Loop/Port Combo - Zone 2		2																												
		2-Wire VG Loop/Port Combo - Zone 3		3																												
LINE Loop Rates																																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX																										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX																										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX																										
2-Wire Voice Grade Line Port Rates (RES - PBX)																																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port -																														
		Fee			UEPRG	UEPRD																										
LOCAL NUMBER PORTABILITY																																
		Local Number Portability (1 per port)			UEPRG	LNPCP																										
FEATURES																																
		All Features Offered			UEPRG	UEPVF																										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																																
		2-Wire Voice Grade Loop / Line Port Combination (PBX) -																														
		Conversion - Switch-As-Is			UEPRG	USAC2																										
		2-Wire Voice Grade Loop / Line Port Combination (PBX) -																														
		Conversion - Switch with Change			UEPRG	USACC																										

BELLSOUTH / VeriTel RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Market	Zone	BOC	USOC	RATES					OBS RATES								
							Res	Post	Adv	Pre	Adv	BSMCC	BSLMS	BSLMS	BSLMS	BSLMS	BSLMS			
							Per	Per	Per	Per	Per	Per LSR	Per LSR	Per Order vs. Standard Monthly per LSR						
		2-Wire VG Coin Port/Loop Combo - Zone 1					\$21.08													
		2-Wire VG Coin Port/Loop Combo - Zone 2					\$20.7													
		2-Wire VG Coin Port/Loop Combo - Zone 3					\$28.05													
		LINE Loop Rates																		
		2-Wire Voice Grade Loop (SL 1) - Zone 1				UEPCO	UEPLX	\$17.02												
		2-Wire Voice Grade Loop (SL 1) - Zone 2				UEPCO	UEPLX	\$25.86												
		2-Wire Voice Grade Loop (SL 1) - Zone 3				UEPCO	UEPLX	\$33.99												
		2-Wire Voice Grade Line Parts (COIN)																		
		2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)				UEPCO	UEPRD	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)				UEPCO	UEPBA	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)				UEPCO	UEPBI	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking with Dialing Party (SC)				UEPCO	UEPBC	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin 2-Way with Operator Screening and 900 Blocking, 900/976, 1+DDD, 011+, and Local (SC)				UEPCO	UEPCC	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local, Enhanced Call OPT 30V (SC)				UEPCO	UEPCE	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local, Enhanced Call OPT AP7 (SC)				UEPCO	UEPCF	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)				UEPCO	UEPBG	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)				UEPCO	UEPBF	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)				UEPCO	UEPBJ	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)				UEPCO	UEPCM	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local, Enhanced Calling OPT 30V (SC)				UEPCO	UEPCP	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire 2-Way Screening with 900/976 (all states except LA)				UEPCO	UEPCQ	\$4.04					\$3.5	\$43.19	\$9.91					
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)				UEPCO	UEPCR	\$4.04					\$3.5	\$43.19	\$9.91					
		ADDITIONAL LINE COIN PORT/LOOP (RC)																		
		LINE Coin Port/Loop Combo Usual (Final Rate)				UEPCO	URECQ	\$4.05	\$0.0	\$0.0										
		LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)				UEPCO	UNPCK	\$0.58												
		NONRECURRING CHARGES - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-out				UEPCO	USAC2		\$1.59	\$0.40			\$3.5	\$43.19	\$9.91					
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge				UEPCO	USACC		\$1.59	\$0.40			\$3.5	\$43.19	\$9.91					
		ADDITIONAL RATES																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity				UEPCO	USAS2		\$0.0	\$0.0			\$3.5	\$43.19	\$9.91					
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																		
		LINE Port/Loop Combination Rates																		
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - LINE Zone 1		1			\$29.68													
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - LINE Zone 2		2			\$37.74													
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - LINE Zone 3		3			\$44.40													
		LINE Loop Rates																		
		2-Wire Araba Voice Grade Loop - (SL 2) - LINE Zone 1		1		UEPPX	UECD1	\$20.85	\$211.95	\$128.80	\$108.09	\$21.21								
		2-Wire Araba Voice Grade Loop - (SL 2) - LINE Zone 2		2		UEPPX	UECD1	\$28.91	\$21.95	\$136.85	\$108.09	\$21.21								
		2-Wire Araba Voice Grade Loop - (SL 2) - LINE Zone 3		3		UEPPX	UECD1	\$36.57	\$211.95	\$136.85	\$108.09	\$21.21								
		LINE Port Rate																		

BELLSOUTH / VeriTeE RATES
Unbundled Network Elements
SOUTH CAROLINA

Attachment 2
Exhibit C
Rates - Page 87

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Market	Zone	UCS	USOC	RATES					O&S RATES					
							Per	Per	Per	Per	Per	See Order Submitted Rate per LBR	See Order Submitted Monthly per LBR	Incremental Charge - Manual See Order vs. Standard-1st	Incremental Charge - Manual See Order vs. Standard-1st	Incremental Charge - Manual See Order vs. Standard-1st	Incremental Charge - Manual See Order vs. Standard-1st
							Month	Month	Month	Month	Month						
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	\$0.83	\$238.14	\$37.99	\$120.05	\$7.94						
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		\$14.62	\$3.73								\$19.99
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges			UEPPX	USA1C		\$14.62	\$3.73								\$19.99
ADDITIONAL NPICs																	
		2-Wire DID Subsequent Activty - Add Trunks, Per Trunk			UEPPX	UBA8T		\$63.00									\$19.99
Telephone Number/Trunk Group Establishment Charges																	
		DID Trunk Termination (One Per Port)			UEPPX	NDT	\$0.0	\$0.00	\$0.00								\$19.99
		DID Numbers, Establish Trunk Group and Provide First Group of 30 DID Numbers			UEPPX	NDZ		\$0.00	\$0.00								\$19.99
		Additional DID Numbers for each Group of 30 DID Numbers			UEPPX	ND4	\$0.0	\$0.00	\$0.00								\$19.99
		DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND6		\$0.00	\$0.00								\$19.99
		Reserve Non-Consecutive DID numbers			UEPPX	ND8	\$0.00	\$0.00	\$0.00								\$19.99
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00								\$19.99
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15										
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																	
LINE Port/Loop Combination Rates																	
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port LINE Zone 1		1	UEPPB	UEPPR	\$38.94										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port LINE Zone 2		2	UEPPB	UEPPR	\$48.25										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port LINE Zone 3		3	UEPPB	UEPPR	\$56.29										
LINE Loop Rates																	
		2-Wire ISDN Digital Grade Loop - LINE Zone 1		1	UEPPB	UEPPR	USL2X	\$27.36	\$235.15	\$180.04	\$108.09	\$21.21					\$19.99
		2-Wire ISDN Digital Grade Loop - LINE Zone 2		2	UEPPB	UEPPR	USL2X	\$37.05	\$235.15	\$180.14	\$108.09	\$21.21					\$19.99
		2-Wire ISDN Digital Grade Loop - LINE Zone 3		3	UEPPB	UEPPR	USL2X	\$44.08	\$235.15	\$180.04	\$108.09	\$21.21					\$19.99
LINE Port Rate																	
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	\$11.20	\$148.99	\$108.21	\$66.75	\$21.62					\$19.99
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	\$0.0	\$77.19	\$64.15							\$19.99
ADDITIONAL NPICs																	
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	\$0.35	\$0.00	\$0.00							
8-CHANNEL USER PROFILE ACCESS:																	
		CVS/CSD (DMS/ESS)			UEPPB	UEPPR	U1UCA	\$0.00	\$0.00	\$0.00							
		CVS (EWS)			UEPPB	UEPPR	U1UCB	\$0.00	\$0.00	\$0.00							
		CSD			UEPPB	UEPPR	U1UCC	\$0.00	\$0.00	\$0.00							
8-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, TN, & TN)																	
		CVS/CSD (DMS/ESS)			UEPPB	UEPPR	U1UCD	\$0.00	\$0.00	\$0.00							
		CVS (EWS)			UEPPB	UEPPR	U1UCE	\$0.00	\$0.00	\$0.00							

BELLSOUTH / VerTeC RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	RATES										O&S RATES					
		UNBUNDLED NETWORK ELEMENT	Interim	Zone	NCA	WBOC	Fee	Port	AMT	Type	AMT	SC03C	SC03M	SC03H	SC03N	SC03S	
																	Non-recurring
	Interoffice Channel Mileage - Additional rate per mile - 3-25 miles	UEPOC			1LN0B	\$0.7500	\$0.00	\$0.00									
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)	UEPOC			1LN03	\$0.00	\$0.00	\$0.00	\$0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles	UEPOC			1LN0C	\$0.7500	\$0.00	\$0.00									
	Local Number Portability, per OSO Activated	UEPOC			LNPCP	\$3.15	\$0.00	\$0.00	\$0.00								
	Central Office Terminating Point	UEPOC			CTG	\$0.00											
4-WIRE D81 LOOP WITH CHANNELIZATION WITH PORT																	
System is 1 D81 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																	
Each System can have up to 24 combinations of rates depending on type and number of ports used																	
UNE D81 Loop																	
	4-Wire D81 Loop - UNE Zone 1	UEPMG			USLDC	\$113.59	\$0.00	\$0.00								\$19.99	
	4-Wire D81 Loop - UNE Zone 2	UEPMG			USLDC	\$194.29	\$0.00	\$0.00									\$19.99
	4-Wire D81 Loop - UNE Zone 3	UEPMG			USLDC	\$327.36	\$0.00	\$0.00									\$19.99
UNE D80 Channelization Capacities (D4 Channel Bank Configurations)																	
	24 D80 Channel Capacity - 1 per DS1	UEPMG			YUM24	\$103.47	\$0.00	\$0.00									\$19.99
	48 D80 Channel Capacity - 1 per 2 DS1s	UEPMG			YUM48	\$208.94	\$0.00	\$0.00									\$19.99
	96 D80 Channel Capacity - 1 per 4 DS1s	UEPMG			YUM96	\$413.88	\$0.00	\$0.00									\$19.99
	144 D80 Channel Capacity - 1 per 8 DS1s	UEPMG			YUM144	\$620.82	\$0.00	\$0.00									\$19.99
	192 D80 Channel Capacity - 1 per 8 DS1s	UEPMG			YUM192	\$827.76	\$0.00	\$0.00									\$19.99
	240 D80 Channel Capacity - 1 per 10 DS1s	UEPMG			YUM240	\$1,034.70	\$0.00	\$0.00									\$19.99
	288 D80 Channel Capacity - 1 per 12 DS1s	UEPMG			YUM288	\$1,241.64	\$0.00	\$0.00									\$19.99
	384 D80 Channel Capacity - 1 per 16 DS1s	UEPMG			YUM384	\$1,658.52	\$0.00	\$0.00									\$19.99
	480 D80 Channel Capacity - 1 per 20 DS1s	UEPMG			YUM480	\$2,075.40	\$0.00	\$0.00									\$19.99
	576 D80 Channel Capacity - 1 per 24 DS1s	UEPMG			YUM576	\$2,492.28	\$0.00	\$0.00									\$19.99
	672 D80 Channel Capacity - 1 per 28 DS1s	UEPMG			YUM672	\$2,909.16	\$0.00	\$0.00									\$19.99
Non-Recurring Charges (NRC) Associated with 4-Wire D81 Loop with Channelization with Port - Conversion Charge Based on 8 System																	
A Minimum System configuration is One (1) D81, One (1) D4 Channel Bank, and Up To 24 D80 Ports with Feature Activations.																	
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																	
	NRC - Conversion (Currency Combined) with or without BellSouth Allowed Charges	UEPMG			USAC4	\$0.00	\$301.62	\$18.76									\$19.99
System Additions at End User Locations Where 4-Wire D81 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in Georgia Only																	
	NRC - 1 D81/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only	UEPMG			YUMD4	\$0.00	\$717.71	\$425.81	\$148.08	\$17.00							\$19.99
Regular 8 Zero Substitution																	
	Clear Channel Capacity Format, superframe - Subsequent Activity Only	UEPMG			CCOSF	\$0.00	\$0.00	\$605.00									\$19.99
	Clear Channel Capacity Format - Extended Superframe - Subsequent Activity Only	UEPMG			CCOEF	\$0.00	\$0.00	\$605.00									\$19.99
Alternate Mark Inversion (AMI)																	
	Superframe Format	UEPMG			MCOSF	\$0.00	\$0.00	\$0.00									\$19.99
	Extended Superframe Format	UEPMG			MCOPO	\$0.00	\$0.00	\$0.00									\$19.99
Exchange Ports Associated with 4-Wire D81 Loop with Channelization with Port																	
Exchange Ports																	
	Line Side Combination Channelized PBX Trunk Port - Business	UEPPX			UEPCX	\$1.65	\$0.00	\$0.00	\$0.00	\$0.00							\$19.99

BELLSOUTH / VerTec RATES
Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	ISDN	ISDN	SCS	USOC	RATES					OSS RATES					
							Rate	Post	ACT	Post	ACT	See Order Submitted Rate per LMR	See Order Submitted Element per LMR	Incremental Charge - Manual See Order vs. Electronic-let	Incremental Charge - Manual See Order vs. Electronic-let	Incremental Charge - Manual See Order vs. Electronic-let	Incremental Charge - Manual See Order vs. Electronic-let
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.65	\$0.00	\$0.00	\$0.00	\$0.00		\$19.99				
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	\$1.65	\$0.00	\$0.00	\$0.00	\$0.00		\$19.99				
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPOM	\$8.88	\$0.00	\$0.00	\$0.00	\$0.00		\$19.99				
		Feature Activations - Unbundled Loop Concentration															
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1POWM	\$0.70	\$25.45	\$13.44	\$4.20	\$4.17		\$19.99				
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1POWU	\$0.70	\$78.31	\$18.46	\$59.37	\$11.00		\$19.99				
		Telephone Number Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NDT	\$0.00										
		Establish Trk Gp and Provide 1st 20 DID Nos. (FL, GA, NC, & SC)			UEPPX	NDZ	\$0.00	\$0.00	\$0.00				\$19.99				
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	\$0.00	\$0.00	\$0.00				\$19.99				
		Non-Consecutive DID Numbers - per number			UEPPX	ND0	\$0.00	\$0.00	\$0.00				\$19.99				
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00								
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00								
		Local Number Portability															
		Local Number Portability - 1 per port			UEPPX	LNPCP	\$3.15	\$0.00	\$0.00								
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only															
		As Features Available			UEPPX	UEPVF	\$8.45	\$0.00	\$0.00				\$19.99				

BELLSOUTH / VerTec RATES
 Unbundled Network Elements
 TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inter	Zone	WCS	USOC	RATES					OSG RATES							
							Rate	Port	ADD1	Port	ADD1	See Order Submitted Base per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-Add'l		
							Nonrecurring	Nonrecurring	Placement										
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																		
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																		
UNBUNDLED LOCAL SWITCHING, PORT USAGE																			
	End Office Switching (Port Usage)																		
	End Office Switching Function Per MOU																		
	Tandem Switching (Port Usage) (Local or Access Tandem)																		
	Tandem Switching Function Per MOU																		
	Common Transport																		
	Common Transport - Per Mile, Per MOU																		
	Common Transport - Facilities Termination Per MOU																		
UNBUNDLED PORTALOOP COMBINATIONS																			
UNBUNDLED PORTALOOP COMBINATIONS - COST BASED RATES																			
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																		
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																		
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																		
	For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combs and the first and additional Port nonrecurring charges apply to Not Currently Combined Combs. For Currently Combined Combs in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																		
	UNE Port/Loop Combination Rates																		
	2-Wire VG Loop/Port Combo - Zone 1																		
	2-Wire VG Loop/Port Combo - Zone 2																		
	2-Wire VG Loop/Port Combo - Zone 3																		
	UNE Loop Rates																		
	2-Wire Voice Grade Loop (SL1) - Zone 1																		
	2-Wire Voice Grade Loop (SL1) - Zone 2																		
	2-Wire Voice Grade Loop (SL1) - Zone 3																		

BELLSOUTH / VarTec RATES
Unbundled Network Elements
TENNESSEE

Attachment 2
Exhibit C
Rates - Page 100

Category	Notes	UNBUNDLED NETWORK ELEMENT	Install	Zone	BCS	WLOC	RATES					OSS RATES							
							Res	Post	Advt	Post	Advt	See Order Submitted Else per LSN	See Order Submitted Monthly per LSN	Incremental Charge - Manual See Order vs. Electronic-1st	Incremental Charge - Manual See Order vs. Electronic-Add'l	Incremental Charge - Manual See Order vs. Electronic-0th-1st	Incremental Charge - Manual See Order vs. Electronic-0th-Add'l		
							Res	Post	Advt	Post	Advt	SOBMC	SOBAM	SOBAM	SOBAM	SOBAN	SOBAN		
2-Wire Voice Grade Line Port Rates (Res)																			
		2-Wire voice unbundled port - residence				UEPRX	UEPRK	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled port with Caller ID - res				UEPRX	UEPRC	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled port outgoing only - res				UEPRX	UEPRO	\$1.7							\$30.89	\$7.03			
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res				UEPRX	UEPAQ	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)				UEPRX	UEPAH	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (F2R)				UEPRX	UEPAK	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (TACER)				UEPRX	UEPAL	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (TACSR)				UEPRX	UEPAM	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (1MF2K)				UEPRX	UEPAN	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (2MR)				UEPRX	UEPAO	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled res, tw usage line port with Caller ID (LUM)				UEPRX	UEPAP	\$1.7							\$30.89	\$7.03			
FEATURES																			
		All Features Offered				UEPRX	UEPVF	\$0.00	\$0.0	\$0.0			\$3.5		\$30.89	\$7.03			
LOCAL NUMBER PORTABILITY																			
		Local Number Portability (1 per port)				UEPRX	LNPCX	\$0.35											
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-As-Is				UEPRX	USAC2	\$1.03	\$0.29						\$30.89	\$7.03			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge				UEPRX	USACC	\$1.03	\$0.29						\$30.89	\$7.03			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$0.78							\$7.97				
ADDITIONAL NRCs																			
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity				UEPRX	USAS2	\$0.0	\$0.0	\$0.0			\$3.5	\$19.99					
3-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																			
LINE Port/Loop Combination Rates																			
		2-Wire VG Loop/Port Combo - Zone 1		1				\$14.18											
		2-Wire VG Loop/Port Combo - Zone 2		2				\$18.01											
		2-Wire VG Loop/Port Combo - Zone 3		3				\$23.02											
LINE Loop Rates																			
		2-Wire Voice Grade Loop (SL1) - Zone 1		1		UEPBX	UEPLX	\$12.48											
		2-Wire Voice Grade Loop (SL1) - Zone 2		2		UEPBX	UEPLX	\$18.31											
		2-Wire Voice Grade Loop (SL1) - Zone 3		3		UEPBX	UEPLX	\$21.32											
2-Wire Voice Grade Line Port (Bus)																			
		2-Wire voice unbundled port without Caller ID - bus				UEPBX	UEPBL	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled port with Caller ID - bus				UEPBX	UEPBC	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled port outgoing only - bus				UEPBX	UEPBO	\$1.7							\$30.89	\$7.03			
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus				UEPBX	UEPAV	\$1.7							\$30.89	\$7.03			
		2-Wire voice unbundled incoming only port with Caller ID - Bus				UEPBX	UEPBT	\$1.7							\$30.89	\$7.03			

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BELLSOUTH / Var/Tec RATES
Unbundled Network Elements
TENNESSEE

Attachment 2
ENR C
Rates - Page 101

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Units	Zone	OC	OROC	RATES				OBS RATES						
							Res	Post	Advt	Post	Advt	Res	Post	Advt	Res	Post	Advt
							Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	\$1.7							\$30.89	\$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	\$1.7							\$30.89	\$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2P)			UEPBX	UEPAE	\$1.7							\$30.89	\$7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX	\$0.35										
		FEATURES															
		All Features Offered			UEPBX	UEPVF	\$0.00	\$0.0	\$0.0			\$3.5		\$30.89	\$7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		\$1.00	\$0.29					\$30.89	\$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		\$1.00	\$0.29					\$30.89	\$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$0.78						\$7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2						\$3.5		\$30.89	\$7.03		
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		LINE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1				\$14.18									
		2-Wire VG Loop/Port Combo - Zone 2		2				\$18.01									
		2-Wire VG Loop/Port Combo - Zone 3		3				\$23.02									
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX		\$12.48									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX		\$19.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX		\$21.32									
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$1.7							\$30.89	\$7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5										
		FEATURES															
		All Features Offered			UEPRG	UEPVF	\$0.0	\$0.0	\$0.0			\$3.5		\$30.89	\$7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-as-is			UEPRG	USAC2		\$1.00	\$0.29					\$30.89	\$7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		\$1.00	\$0.29					\$30.89	\$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$0.78						\$7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0			\$3.5	\$19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						\$14.64	\$14.64			\$3.5	\$19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															

BELLSOUTH / VarTec RATES
Unbundled Network Elements
TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Area	Zone	BCD	USOC	Rate	RATES					OSR RATES						
								Res	Port	ADT	Pst	ADT	SOSD	SOSW	SOSM	SOSAN	SOSW	SOSAN	SOSW
LINE Port/Loop Combination Rates																			
		2-Wire Vg Loop/Port Combo - Zone 1		1			\$14.18												
		2-Wire Vg Loop/Port Combo - Zone 2		2			\$18.01												
		2-Wire Vg Loop/Port Combo - Zone 3		3			\$25.02												
LINE Loop Rates																			
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	\$12.48												
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	\$16.31												
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	\$21.32												
2-Wire Voice Grade Line Port Rates (BUS - PBX)																			
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$1.7						\$30.89	\$7.03					
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	\$1.7						\$30.89	\$7.03					
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled PBX LD Terminal Port			UEPPX	UEPLD	\$1.70												
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	\$1.70						\$30.89	\$7.03					
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Port			UEPPX	UEPXB	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPXC	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard RD Capable Port			UEPPX	UEPXE	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXD	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled PBX Collinville and Memphis Calling Port			UEPPX	UEPXU	\$1.7						\$30.89	\$7.03					
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	\$1.7						\$30.89	\$7.03					
LOCAL NUMBER PORTABILITY																			
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.16												
FEATURES																			
		All Features Offered			UEPPX	UEPVF	\$0.00	\$0.0	\$0.0			\$3.5	\$30.89	\$7.03					
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		\$1.03	\$0.29				\$30.89	\$7.03					
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Charge			UEPPX	USACC		\$1.03	\$0.29				\$30.89	\$7.03					
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							\$0.76					\$7.97					
ADDITIONAL NRCs																			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.0	\$0.0	\$0.0			\$3.5	\$19.99						
		PBX Subsequent Activity - Charge/Rearrange Mulline Hunt Group						\$14.64	\$14.64			\$3.5	\$19.99						

BELLSOUTH / VarTec RATES
Unbundled Network Elements
TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Media	Zone	BCS	UBCC	RATES				OSS RATES						
							Per	Per	Adt	Per	Adt	Per	Adt	Per	Adt	Per	Adt
							Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
UNE Port/Loop Combination Rates																	
		2-Wire VG Coin Port/Loop Combo - Zone 1					\$14.36										
		2-Wire VG Coin Port/Loop Combo - Zone 2					\$18.19										
		2-Wire VG Coin Port/Loop Combo - Zone 3					\$23.20										
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	\$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	\$21.32										
2-Wire Voice Grade Line Ports (COB)																	
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	\$1.88						\$30.89	\$7.03			
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	\$1.88						\$30.89	\$7.03			
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	\$1.88						\$30.89	\$7.03			
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	\$1.88						\$30.89	\$7.03			
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	\$1.88						\$30.89	\$7.03			
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	\$1.88						\$30.89	\$7.03			
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCX	\$1.88						\$30.89	\$7.03			
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	\$1.88						\$30.89	\$7.03			
ADDITIONAL UNE COIN PORT/LOOP (PG)																	
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	\$3.45	\$0.0	\$0.0								
		Local Number Portability (1 per port)			UEPCO	LNPX	\$2.36										
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAG2		\$1.03	\$0.29				\$30.89	\$7.03			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge			UEPCO	USACC		\$1.03	\$0.29				\$30.89	\$7.03			
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		\$0.0	\$0.0				\$3.5	\$30.89	\$7.03		
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			\$18.36										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			\$19.87										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			\$24.78										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	\$9.80	\$75.09	\$48.20	\$28.70	\$17.84		\$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	\$11.99	\$75.09	\$48.20	\$28.70	\$17.81		\$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	\$18.90	\$75.09	\$48.20	\$28.70	\$17.84		\$19.99				
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	\$5.79	\$47.79	\$47.01	\$9.21	\$8.47		\$19.99				
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1	\$8.75	\$5.75					\$19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges			UEPPX	USA1C	\$8.75	\$5.75					\$19.99				
Telephone Number/Trunk Group Establishment Charges																	
		DID Trunk Termination (One Per Port)			UEPPX	NDT	\$0.00	\$0.00	\$0.00				\$19.99				
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	\$0.00	\$0.00	\$0.00				\$19.99				
		DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND5	\$0.00	\$0.00	\$0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00								

BELLSOUTH / VaTec RATES
Unbundled Network Elements
TENNESSEE

CATEGORY	RATES	UNBUNDLED NETWORK ELEMENT	Units	Zone	PCS	MSOC	RATES					OBS RATES					
							Rate	Port	Ad1	Port	Ad1	SOBDC	SOBND	SOBNS	SOBOS	SOBON	SOBOP
												See Order Submitted Rate per LER	See Order Submitted Monthly per LER	Incremental Charge - Manual See Order vs. Blockrate-1st	Incremental Charge - Manual See Order vs. Blockrate-Add1	Incremental Charge - Manual See Order vs. Blockrate-Disc 1st	Incremental Charge - Manual See Order vs. Blockrate-Disc Add1
UNE Port/Loop Combination Rates																	
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		\$132.58										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		\$150.25										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		\$173.44										
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USLAP	\$67.73	\$313.08	\$219.72	\$95.86	\$40.45			\$19.99			
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USLAP	\$75.40	\$313.08	\$219.72	\$95.86	\$40.45			\$19.99			
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USLAP	\$98.59	\$313.08	\$219.72	\$95.86	\$40.45			\$19.99			
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	\$74.95	\$149.98	\$147.18	\$38.46	\$38.98			\$19.99			
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion - Switches-Is			UEPPP	USACP	\$0.00	\$28.53	\$28.53					\$19.99			
ADDITIONAL NTCs																	
		4-Wire DS1 Loop/4-Wire ISDN Digit Trk Port - Subseq Acqy-Inward Two way tel nos within Std Allowance			UEPPP	PR7TF		\$0.9400						\$19.99			
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except MO)			UEPPP	PR7TD		\$22.36	\$22.36					\$19.99			
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		\$44.71	\$44.70					\$19.99			
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPP	LNPCN	\$1.75										
INTERFACE (Provisioning Only)																	
		Voice/Data			UEPPP	PR7IV	\$0.00	\$0.00	\$0.00								
		Digital Data			UEPPP	PR7ID	\$0.00	\$0.00	\$0.00								
		Inward Data			UEPPP	PR7IE	\$0.00	\$0.00	\$0.00								
New or Additional "B" Channel																	
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	\$0.00	\$28.39									
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	\$0.00	\$29.11						\$19.99			
		New or Additional Inward Data B Channel			UEPPP	PR7BD	\$0.00	\$28.39						\$19.99			
		New or Additional Usage Sensitive Voice Data B Channel			UEPPP	PR7BS	\$0.00	\$28.39						\$19.19			
		New or Additional Usage Sensitive Digital Data B Channel			UEPPP	PR7BU	\$0.00	\$28.39						\$19.99			
CALL TYPES																	
		Inward			UEPPP	PR7C1	\$0.00	\$0.00	\$0.00								
		Outward			UEPPP	PR7C0	\$0.00	\$0.00	\$0.00								
		Two-way			UEPPP	PR7CC	\$0.00	\$0.00	\$0.00								
Interface Channel Mileage																	
		Fixed Each Including First Mile			UEPPP	1UN1A	\$76.1825	\$145.98	\$109.95	\$19.55				\$19.99			
		Each Airline-Fractional Additional Mile			UEPPP	1UN1B	\$0.3625										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDIT'S TRUNK PORT																	
UNE Port/Loop Combination Rates																	
		4W DS1 Digital Loop/4W DDIT'S Trunk Port - UNE Zone 1		1	UEPOC		\$93.28										
		4W DS1 Digital Loop/4W DDIT'S Trunk Port - UNE Zone 2		2	UEPOC		\$110.95							\$19.99			
		4W DS1 Digital Loop/4W DDIT'S Trunk Port - UNE Zone 3		3	UEPOC		\$134.14							\$19.99			
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPOC	USLDC	\$67.53	\$313.08	\$219.72	\$95.86	\$40.45			\$19.99			
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPOC	USLDC	\$75.40	\$313.08	\$219.72	\$95.86	\$40.45			\$19.99			

BELLSOUTH / VarTec RATES
Unbundled Network Elements
TENNESSEE

Attachment 2
Exhibit C
Rates - Page 108

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES						
							Rate	Nonrecursing		Recurring		Svc Order Submitted Base per LSR	Svc Order Submitted Monthly 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	
								Flat	Add'l	First	Add'l							
								SOMEC	SOMAN	SOMAN	SOMAN							SOMAN
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.79	\$0.00	\$0.00	\$0.00	\$0.00							\$19.99
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	\$1.79	\$0.00	\$0.00	\$0.00	\$0.00							\$19.99
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	\$8.97	\$0.00	\$0.00	\$0.00	\$0.00							\$19.99
		Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	\$0.66	\$23.94	\$12.64	\$3.82	\$3.80							\$19.99
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	\$0.66	\$73.67	\$17.37	\$54.09	\$10.57							\$19.99
		Telephone Number/ Group Establishment Charges for DID Service																
		DID Trunk Termination (1 per Port)			UEPPX	ND1	\$0.00											
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	\$0.00	\$0.00	\$0.00	\$0.00								
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	\$0.00	\$0.00	\$0.00	\$0.00								\$19.99
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00	\$0.00								
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00	\$0.00								
		Local Number Portability																
		Local Number Portability - 1 per port			UEPPX	LNPCP	\$3.15	\$0.00	\$0.00	\$0.00								
		FEATURES - Vertical and Optional																
		Local Switching Features Offered with Line Side Ports Only																
		All Features Available			UEPPX	UEPVF	\$0.00	\$0.00	\$0.00	\$0.00								\$19.99

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ATTACHMENT 3
NETWORK INTERCONNECTION

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NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").

2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.

2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.1.8 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and VarTec.

2.1.9 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and it's the IP's Serving Wire Center.

- 2.1.10 **Local Traffic** is as defined in Section 5 of this Attachment.
- 2.1.11 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.12 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.13 **Transit Traffic** is traffic originating on VarTec's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to VarTec's network.
3. **NETWORK INTERCONNECTION**
- 3.1 This Attachment pertains only to the provision of network interconnection where VarTec owns and provides its switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which local traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of that traffic.
- 3.2.1.1 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point which is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate the Inform its originated traffic. Additional IP(s) in a particular LATA may be established by mutual agreement of the Parties. If the Parties are unable to agree to additional IPs, each Party will designate the IP for its originated traffic. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the Parties must agree to the location of the IP(s).
- 3.3 **Interconnection via Dedicated Facilities**
- 3.3.1 **Local Channel Facilities.** As part of network interconnection, the originating Party may obtain Local Channel facilities from the terminating Party. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor. The charges applied to

the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment.

- 3.3.2 **Dedicated Interoffice Facilities.** As a part of network interconnection, the originating Party may obtain Dedicated Interoffice Facilities. The portion of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor. The charges applied to the portion of the Dedicated Interoffice Facility used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment.
- 3.4 **Fiber Meet**
- 3.4.1 If VarTec elects to interconnect with BellSouth pursuant to a Fiber Meet, VarTec and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, VarTec's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network .
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the VarTec Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility .
- 3.4.4 Upon verbal request by VarTec, BellSouth shall allow VarTec access to the fusion splice point for the Fiber Meet point for maintenance purposes on VarTec's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for it's the Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic . All the appropriate charges will apply. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.
4. **INTERCONNECTION TRUNK GROUP ARCHITECTURES**
- 4.1 BellSouth and VarTec shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks

in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.

- 4.2 VarTec shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of VarTec's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent VarTec desires to deliver Local Traffic and/or Transit Traffic BellSouth access tandems within the LATA, other than the tandems(s) to which VarTec has established interconnection trunk groups, VarTec shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, VarTec shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where VarTec has homed (i.e. assigned) its NPA/NXXs. VarTec shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. VarTec shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on VarTec's NXX access tandem homing arrangement as specified by VarTec in the LERG.
- 4.4 Any VarTec interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to VarTec from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require VarTec to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and VarTec are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and facilities. VarTec shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

- 4.8 In cases where VarTec is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group, including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in Attachment 9 to this Agreement. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and VarTec's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**
- 4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties Local Traffic. VarTec shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.
- 4.10.2 **BellSouth Access Tandem Interconnection**
- 4.10.2.1 BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures
- 4.10.2.2 **Basic Architecture**
- 4.10.2.2.1 In the basic architecture, VarTec's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between VarTec and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between VarTec and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which VarTec desires to exchange traffic. This trunk group also carries VarTec

originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to VarTec. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.3 **One-Way Trunk Group Architecture**

4.10.2.3.1 In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for VarTec-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for VarTec end-users. A two-way trunk group provides Intratandem Access for VarTec's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between VarTec and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which VarTec desires to exchange traffic. This trunk group also carries VarTec originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to VarTec. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.4 **Two-Way Trunk Group Architecture**

4.10.2.4.1 Upon agreement of the Parties as set forth in Section 4.10.1 above, the two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between VarTec and BellSouth. In addition, a separate two-way transit trunk group must be established for VarTec's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between VarTec and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which VarTec desires to exchange traffic. This trunk group also carries VarTec originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to VarTec. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.5 Supergroup Architecture

4.10.2.5.1 Upon agreement of the Parties as set forth in Section 4.10.1 above, the Parties may establish a supergroup architecture. In the supergroup architecture, the Parties' Local Traffic and VarTec's Transit Traffic are exchanged on a single two-way trunk group between VarTec and BellSouth to provide Intratandem Access to VarTec. This trunk group carries Transit Traffic between VarTec and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which VarTec desires to exchange traffic. This trunk group also carries VarTec originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to VarTec. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit D..

4.10.3 Multiple Tandem Access Interconnection

4.10.3.1 Where VarTec does not choose access tandem interconnection at every BellSouth access tandem within a LATA, VarTec may utilize BellSouth multiple tandem access interconnection (MTA). To utilize MTA VarTec must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route VarTec's originated Local Traffic for LATA wide transport and termination. VarTec must also establish an interconnection trunk group(s) at all BellSouth access tandems where VarTec NXXs are homed as described in Section 4.2.1 above. If VarTec does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, VarTec can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate VarTec's Local Traffic to end-users served through those BellSouth access tandems where VarTec does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.3.2 VarTec may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to VarTec will be delivered to and from IXCs based on VarTec's NXX access tandem homing arrangement as specified by VarTec in the LERG.

- 4.10.3.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.3.4 To the extent VarTec does not purchase MTA in a LATA served by multiple access tandems, VarTec must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent VarTec routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, VarTec agrees to pay BellSouth the associated transport and termination charges.
- 4.10.4 **Local Tandem Interconnection**
- 4.10.4.1 Local Tandem Interconnection arrangement allows VarTec to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of VarTec-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, VarTec must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, VarTec may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. VarTec may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where VarTec does not choose to establish an interconnection trunk group(s). It is VarTec's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to VarTec's codes. Likewise, VarTec shall obtain its routing information from the LERG.
- 4.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, VarTec must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which VarTec has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

- 4.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that VarTec has executed the necessary Local Interconnection Agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.5 **Direct End Office-to-End Office Interconnection**
- 4.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.
- 4.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:
- 4.10.5.2.1 (1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between VarTec and BellSouth's subscribers.
- 4.10.5.2.2 (2) Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between a VarTec switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a VarTec switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between VarTec's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.5.2.3 (3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above, and agreement will not unreasonably be withheld.
- 4.10.6 **Transit Traffic Trunk Group**
- 4.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by VarTec to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.
- 4.10.6.2 **Toll Free Traffic**

- 4.10.6.2.1 If VarTec chooses BellSouth to handle Toll Free database queries from its switches, all VarTec originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.
- 4.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which VarTec requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.6.2.3 VarTec may handle its own Toll Free database queries from its switch. If so, VarTec will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, VarTec will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, VarTec will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, VarTec is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, VarTec will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.
- 4.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which VarTec performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to

the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

- 5.3 **Quality of Interconnection.** The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 **Network Management Controls.** Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 **Common Channel Signaling.** Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 **Signaling Call Information.** BellSouth and VarTec will send and receive 10 digits for Local Traffic. Additionally, BellSouth and VarTec will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this agreement, VarTec shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of VarTec's forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint

interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, VarTec-to-BellSouth one-way trunks ("VarTec Trunks"), BellSouth-to-VarTec one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering VarTec's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.
- 5.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for VarTec location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.
- 5.7.4 Once initial interconnection trunk forecasts have been developed, VarTec shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. VarTec shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of VarTec's forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

5.8 Trunk Utilization

- 5.8.1 **BellSouth and VarTec shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed reciprocal trunk groups and/or two-way interconnection trunk groups, subject to the provisions of the section following, BellSouth may disconnect any non-utilized or under-utilized reciprocal trunk(s) and VarTec shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. BellSouth may request VarTec to disconnect any under-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. VarTec shall comply with all such requests, subject to Section 3.8.1.1 below. Under-utilized trunks are defined as the trunks being utilized at less than 85% as a result of a time consistent busy hour utilization.**
- 5.8.1.1 **BellSouth's LISC will notify the VarTec of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated VarTec interface. VarTec will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected Local Number Ported (LNP) and traffic volumes and the timeframes within which VarTec expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with VarTec to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to VarTec. The due date of these orders will be four weeks after VarTec was first notified in writing of the underutilization of the trunk groups.**
- 5.8.1.2 **VarTec monitors all direct trunks from VarTec to BellSouth. If VarTec wishes to disconnect any such trunks, VarTec shall issue an ASR to do so.**
- 5.8.2 **To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty-five percent (85%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.**

6. LOCAL DIALING PARITY

- 6.1 **BellSouth and VarTec shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and VarTec shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.**

- 7. INTERCONNECTION COMPENSATION**
- 7.1 Compensation for Call Transportation and Termination for Local Traffic**
- 7.1.1** For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 7.1.1.1** Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2** ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic subject to interstate access.
- 7.1.3** Neither Party shall pay compensation to the other Party for the transportation and termination of Local Traffic or ISP-bound Traffic.
- 7.1.4** The elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.9 and 7.9.1 below.
- 7.1.5** Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of payment of reciprocal compensation.
- 7.1.6** If VarTec assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to VarTec end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a VarTec customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to VarTec shall be due therefor. Further, VarTec agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to VarTec at BellSouth's switched access tariff rates.
- 7.2** If VarTec does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole VarTec NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if VarTec can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

- 7.3 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 7.4 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 7.5 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to VarTec. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 7.6 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of

traffic. BellSouth and VarTec shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.7 Compensation for 8XX Traffic

7.7.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

7.7.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.7.3 8XX Access Screening. BellSouth's provision of 8XX TFD to VarTec requires interconnection from VarTec to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. VarTec shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that VarTec desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

7.8 Mutual Provision of Switched Access Service

7.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be compensated as local.

- 7.8.2 If the BellSouth end user chooses VarTec as their presubscribed interexchange carrier, or if the BellSouth end user uses VarTec as an interexchange carrier on a 101XXXX basis, BellSouth will charge VarTec the appropriate BellSouth tariff charges for originating switched access services
- 7.8.3 For originating or terminating switched access traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff.
- 7.8.4 When VarTec's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.
- 7.8.5 In the event that either Party fails to provide the appropriate MECAB switched access usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.
- 7.8.6 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

- 7.8.7 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.8.8 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 7.8.9 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 7.8.10 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.8.11 VarTec agrees not to deliver switched access traffic to BellSouth for termination except over VarTec ordered switched access trunks and facilities.
- 7.9 **Transit Traffic**
- 7.9.1 BellSouth shall provide tandem switching and transport services for VarTec's Transit Traffic. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that VarTec's end office is subtending the BellSouth Access Tandem for switched access traffic to and from VarTec's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between VarTec and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between VarTec and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 7.9.2 In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send

the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Parties

- 7.9.3 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that VarTec is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to VarTec. VarTec agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of VarTec. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and VarTec's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which VarTec is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between VarTec and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and VarTec have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, VarTec may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies VarTec that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and VarTec will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. VarTec will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of VarTec's PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and VarTec will pay, the total non-recurring and recurring charges for the NNI port. VarTec will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by VarTec's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

- 8.8 For the PVC segment between the VarTec and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If VarTec orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the VarTec Frame Relay switch, BellSouth will invoice, and VarTec will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and VarTec Frame Relay switches. If the VC is a Local VC, VarTec will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to VarTec for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a VarTec subscriber's PVC segment and a PVC segment from the VarTec Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and VarTec will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and VarTec Frame Relay switches. If the VC is a Local VC, VarTec will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to VarTec for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If VarTec requests a change, BellSouth will invoice and VarTec will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, VarTec will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 VarTec will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.

8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

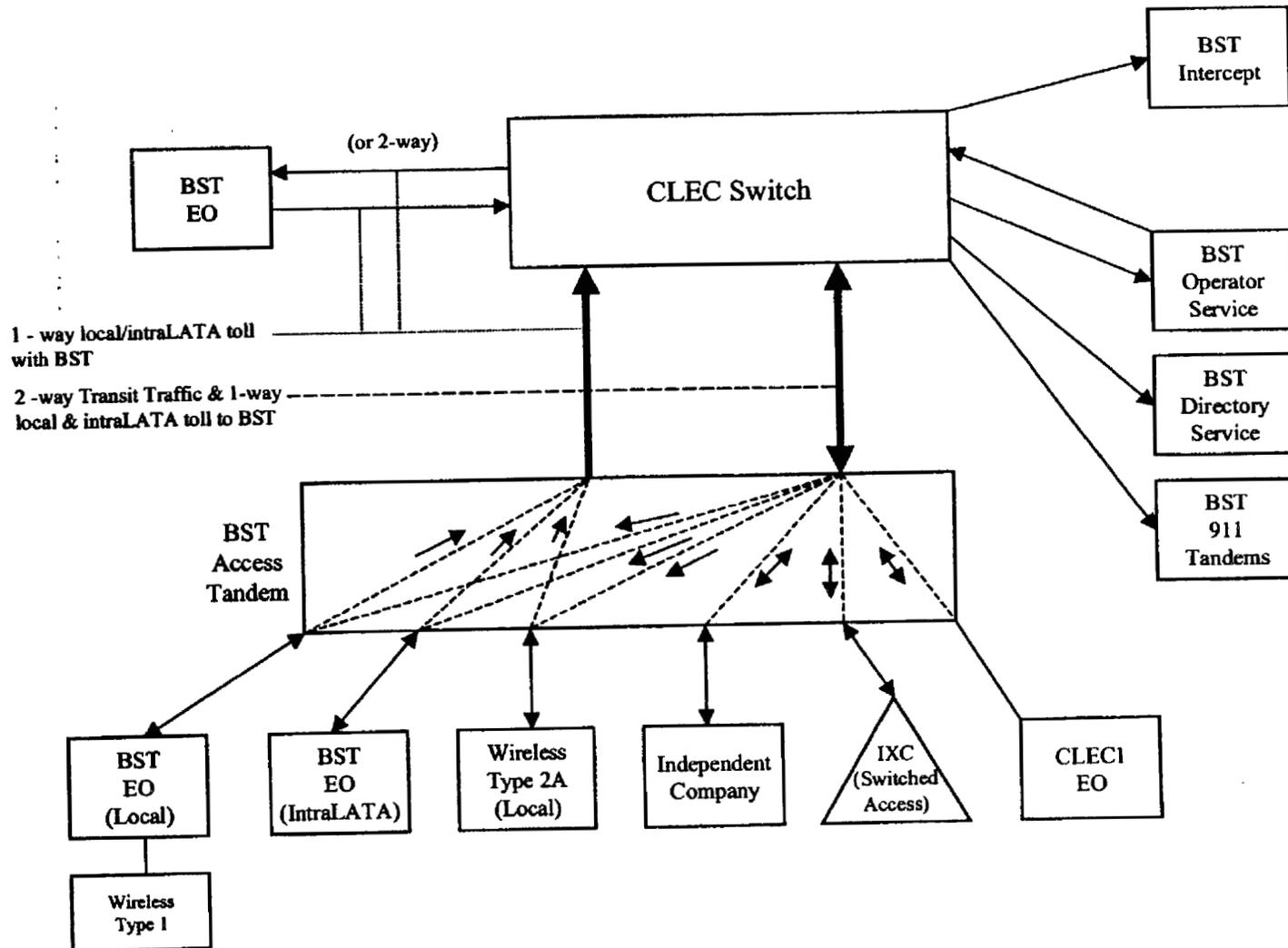
8.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 6 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

9. OPERATIONAL SUPPORT SYSTEMS (OSS)

9.1 The terms, conditions and rates for OSS are as set forth in FCC Tariff No., for Access Service Records.

Exhibit B

Basic Architecture



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One-Way Architecture

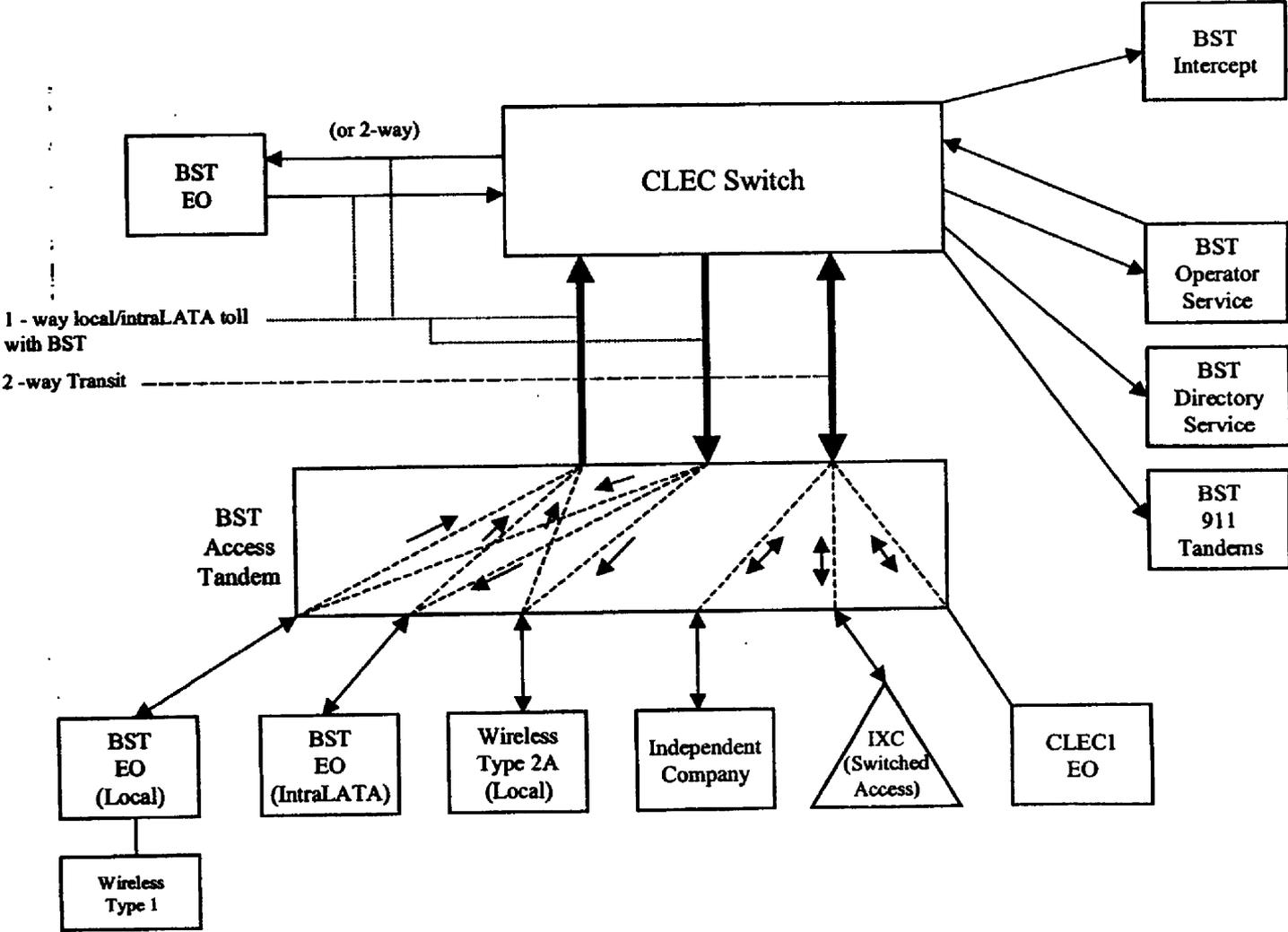
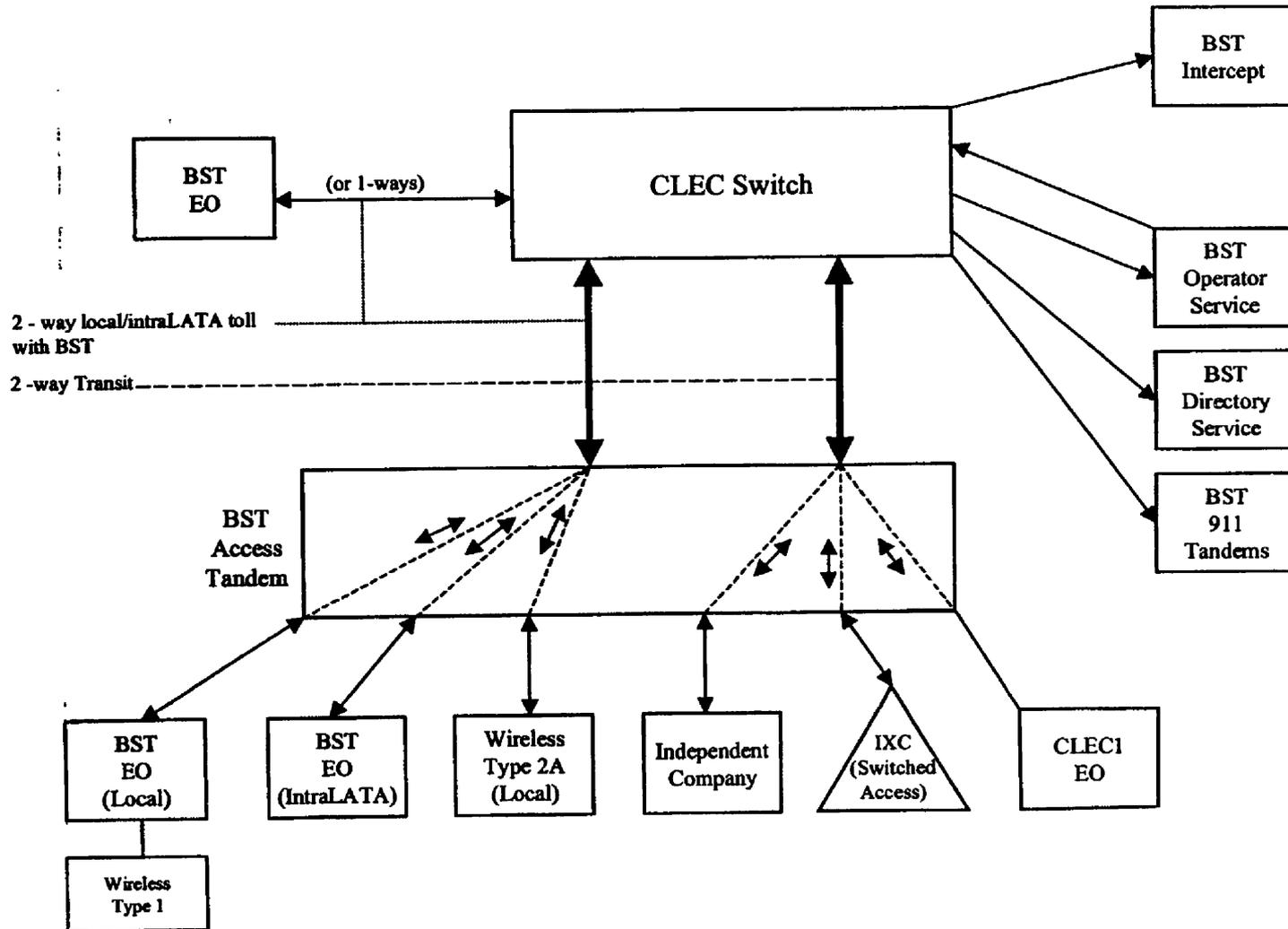


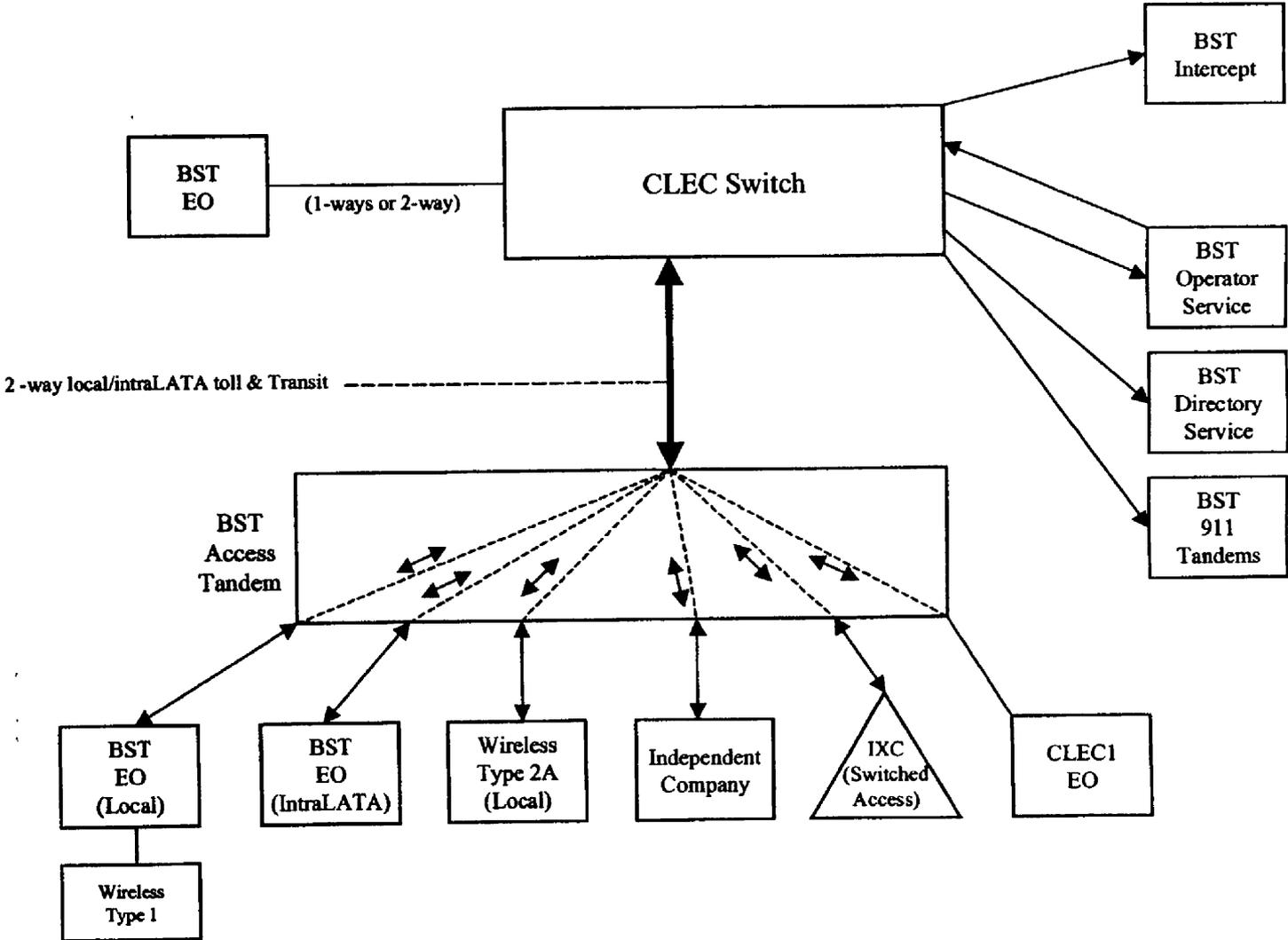
Exhibit D

Two-Way Architecture



413 of 620

Supergroup Architecture



414 of 620

BELLSOUTH / VerTec RATES
 LOCAL INTERCONNECTION
 Alabama

CATEGORY	NOTES	LOCAL INTERCONNECTION	Units	Zone	RCS	USOC	RATES				OSS RATES												
							Rate	Transportation		Processing		See Order Reference Charge per LSP	See Order Reference Monthly per LSP	Incremental Charge - Shared See Order vs. Electronic Mail	Incremental Charge - Shared See Order vs. Electronic Mail	Incremental Charge - Shared See Order vs. Electronic Mail	Incremental Charge - Shared See Order vs. Electronic Mail	Incremental Charge - Shared See Order vs. Electronic Mail					
								Post	Adm	Post	Adm												
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																							
		END OFFICE SWITCHING																					
		End Office Switching Function, Per MOU			OH0		\$0.0008900																
		TANDEM SWITCHING																					
		Tandem Switching Function Per MOU			OH0		\$0.0008682																
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OH0		\$0.0008682																
		Tandem Intermediary Charge, per MOU*			OH0		\$0.0015																
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																							
		TRUNK CHARGE																					
		Installation Trunk Side Service - per DS0			OH0	TPP++		\$333.60	\$58.91														
		Dedicated End Office Trunk Port Service-per DS0**			OH0	TDEOP	\$0.00																
		Dedicated End Office Trunk Port Service-per DS1**			OH1	TDE1P	\$0.00																
		Dedicated Tandem Trunk Port Service-per DS0**			OH0	TDWOP	\$0.00																
		Dedicated Tandem Trunk Port Service-per DS1**			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																							
LOCAL INTERCONNECTION (TRANSPORT)																							
		COMMON TRANSPORT (Shared)																					
		Common Transport - Per Mile, Per MOU			OH0		\$0.0000086																
		Common Transport - Facility Termination Per MOU			OH0		\$0.0003895																
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																					
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OH1 OH1MS	1LSNF	\$0.0101																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OH1 OH1MS	1LSNF	\$24.15	\$81.07	\$54.62	\$33.47	\$13.79												
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																					
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OH1M OH1MS	1LSNK	\$0.0101																
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OH1M OH1MS	1LSNK	\$17.28	\$114.54															
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OH1M OH1MS	1LSNK	\$0.0101																
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OH1M OH1MS	1LSNK	\$17.28	\$114.54	\$0.00	\$0.00	\$0.00												
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																					
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1MS	1LSNL	\$0.2067																
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1MS	1LSNL	\$68.75	\$211.32															
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																					
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3MS	1LSNM	\$4.67																
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3MS	1LSNM	\$904.02	\$577.67															
		LOCAL CHANNEL - DEDICATED TRANSPORT																					
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OH1	TEFV2	\$15.9	\$459.47															
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OH1	TEFV4	\$17.06	\$461.28															
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$41.52	\$369.32															

BELLSOUTH / Var/Tec RATES
 LOCAL INTERCONNECTION
 Alabama

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interface	Zone	ICS	USOC	RATES				OSS RATES							
							Res	Nonreciprocal		Reciprocal		See Order Submitted (See per LSP)	See Order Submitted Monthly per LSP	Incremental Charge - Month (See Order vs. Electronic Int.)	Incremental Charge - Month (See Order vs. Electronic-Adj Int.)	Incremental Charge - Month (See Order vs. Electronic-Dis Int.)	Incremental Charge - Month (See Order vs. Electronic-Dis Adj Int.)	
								First	Adj1	First	Adj1							SOBEC
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TERHJ	\$467.97	\$1,041.9										
		LOCAL INTERCONNECTION MID-SPAN MEET																
		NOTE: If Access service is Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per month			OH1MS	TERHG	\$0.00	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TERHJ	\$0.00	\$0.00	\$0.00									
		MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1	\$122.5	\$182.06	\$125.14	\$21.07	\$19.56							
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$201.37	\$266.26	\$187.94	\$66.51	\$63.66							
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$15.39	\$13.15	\$9.43									
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Florida

Attachment 3
Exhibit A
Rates - Page 3

CATEGORY	NOTES	LOCAL INTERCONNECTION	Isotype	Zone	BCS	USOC	Rec	RATES				O&S RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manual 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-Add'l
								First	Add'l	First	Add'l						
								SOMEC	SOMAM	SOMAN	SOMAN	SOMAM	SOMAN				
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
		END OFFICE SWITCHING															
		End Office Switching Function, Per MOU			OHD		\$0.0010739										
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU			OHD		\$0.0008948										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		\$0.0008948										
		TRUNK CHARGE															
		Installation Trunk Side Service - per DS0			OHD	TPP++		\$336.43	\$57.38								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	\$0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1	TDE1P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			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															
LOCAL INTERCONNECTION (TRANSPORT)																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		\$0.000004										
		Common Transport - Facilities Termination Per MOU			OHD		\$0.0005										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OH1	OH1M 1L5NF											
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OH1	OH1M 1L5NF	\$26.52	\$81.09	\$54.83	\$31.01	\$12.78						
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps															
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OH1M	OH1M 1L5NK	\$0.0088										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OH1M	OH1M 1L5NK	\$19.31	\$112.12									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OH1M	OH1M 1L5NK	\$0.0088										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OH1M	OH1M 1L5NK	\$19.31	\$112.12									
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1	OH1M 1L5NL	\$0.2										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1	OH1M 1L5NL	\$92.62	\$208.89									
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3															

BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 Florida

Attachment 3
 Exhibit A
 Rates - Page 4

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interface	Zone	SCS	USOC	RATES				OSS RATES								
							Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSN	Svc Order Submitted Monthly per LSN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								First	Add'l	First	Add'l								
								SOMEC	SOMAN	SOMAN	SOMAN								
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$4.17												
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$1,121.83	\$689.25											
		LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OH1	TEFV2	\$29.33	\$454.27											
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OH1	TEFV4	\$30.5	\$455.99											
		Local Channel - Dedicated - DS1 per month			OH1	TEFH0	\$30.5	\$396.21											
		Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$588.2	\$1,124.83											
		LOCAL INTERCONNECTION MID-SPAN MEET																	
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFH3	\$0.00	\$0.00	\$0.00										
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00										
		MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$153.6	\$182.14	\$125.18	\$19.52	\$18.14								
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$220.97	\$356.4	\$188.000	\$61.81	\$58.98								
		DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO	\$14.40	\$13.16	\$9.43										
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

BELLSOUTH / VerTec RATES
 LOCAL INTERCONNECTION
 Georgia

Attachment 3
 Exhibit A
 Rates - Page 5

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interline	Zone	RCS	USOC	Rps	OSS RATES									
								Nonrecursing		Nonrecursing Disconnect		Svc Order Submitted Eoe per LBR	Svc Order Submitted Monthly per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l						
								SONEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
		END OFFICE SWITCHING															
		End Office Switching Function, Per MOU				OHD	\$0.0017897										
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU				OHD	\$0.0011009										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD	\$0.0011009										
		TRUNK CHARGE															
		Installation Trunk Side Service - per DS0				OHD	TPP++	\$333.28	\$56.84								
		Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00									
		Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00									
		Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00									
		Dedicated Tandem Trunk Port Service-per DS1**				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															
LOCAL INTERCONNECTION (TRANSPORT)																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU				OHD		\$0.000008									
		Common Transport - Facilities Termination Per MOU				OHD		\$0.0004152									
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL	OH1M 1L5NF	\$0.0222									
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				OHL	OH1M 1L5NF	\$17.07	\$78.61	\$96.06							
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS															
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM	OH1M 1L5NK	\$0.0222									
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM	OH1M 1L5NK	\$16.45	\$79.61								
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM	OH1M 1L5NK	\$0.0222									
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM	OH1M 1L5NK	\$16.45	\$79.61								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1	OH1M 1L5NL	\$0.4523									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1	OH1M 1L5NL	\$78.47	\$147.07								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Georgia

Attachment 3
Exhibit A
Rates - Page 8

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	SCS	UBOC	Rec	DSS RATES												
								Nonreciprocal		Disconnect		Sec Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc-Add'l			
								First	Add'l	First	Add'l									
								SOMSC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN							
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3A	1L5NM	\$2.72													
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3A	1L5NM	\$788.00	\$633.41												
		LOCAL CHANNEL - DEDICATED TRANSPORT																		
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OH1	TEFV2	\$13.91	\$62.4												
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OH1	TEFV4	\$14.99	\$368.44												
		Local Channel - Dedicated - DS1 per month			OH1	TEFH3	\$38.36	\$478.46												
		Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$527.84	\$661.81												
		LOCAL INTERCONNECTION MID-SPAN MEET																		
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																		
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFH3	\$0.00	\$0.00	\$0.00											
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00											
		MULTIPLEXERS																		
		Channelization - DS1 to DS0 Channel System			OH1	OH1M	SATN1	\$126.22	\$188.22	\$123.59	\$31.09	\$19.75								
		DS3 to DS1 Channel System per month			OH3	OH3MS	SATNS	\$182.04	\$265.91	\$188.78	\$72.5	\$59.96								
		DS3 Interface Unit (DS1 COC) per month			OH1	OH1MS	SATCQ	\$11.02	\$12.02	\$8.66										
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																		

BELLSOUTH / VerTec RATES
 LOCAL INTERCONNECTION
 Kentucky

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interm	Zone	SCS	USOC	Rec	RATES				OSS RATES					
								Recurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
END OFFICE SWITCHING																	
		End Office Switching Function, Per MOU			OHD		\$0.0015711										
TANDEM SWITCHING																	
		Tandem Switching Function Per MOU			OHD		\$0.0007555										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		\$0.0007555										
		Tandem Intermediary Charge, per MOU*			OHD		\$0.001086										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0			OHD	TPP++		\$334.09	\$57.12								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	\$0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1	TDE1P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			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																	
LOCAL INTERCONNECTION (TRANSPORT)																	
COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU			OHD		\$0.0000031										
		Common Transport - Facilities Termination Per MOU			OHD		\$0.000757										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL OH1M	1L5NF	\$0.0118										
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL OH1M	1L5NF	\$27.66	\$142.31	\$56.21								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM OH1M	1L5NK	\$0.0118										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM OH1M	1L5NK	\$29.51	\$114.36									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM OH1M	1L5NK	\$0.0118										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM OH1M	1L5NK	\$29.51	\$114.4	\$0.00	\$0.00	\$0.00						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Channel - DS1 Per Mile per month			OH1 OH1M	1L5NL	\$0.2407										

BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 Kentucky

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interface	Zone	DCS	USOC	Rec	RATES				OSS RATES					
								Reprogramming		Nonrecursing Disconnect		Svs Order Submitted Rec per LSR	Svs Order Submitted Monthly per LSR	Incremental Charge - Manual Svs Order vs. Electronic-1st	Incremental Charge - Manual Svs Order vs. Electronic-Add'l	Incremental Charge - Manual Svs Order vs. Electronic-1st	Incremental Charge - Manual Svs Order vs. Electronic-Add'l
								First	Adjt	First	Adjt						
								BOSEC	BOMAN	BOMAN	BOMAN	BOMAN	BOMAN				
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$97.38	\$211.18								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				OH3 OH3M	1L5NM	\$5.1									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				OH3 OH3M	1L5NM	\$1,191.53	\$677.09								
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month				OH1	TEFV2	\$18.16	\$459.37								
		Local Channel - Dedicated - 4-Wire Voice Grade per month				OH1	TEFV4	\$20.12	\$461.18								
		Local Channel - Dedicated - DS1 per month				OH1	TEFHG	\$44.63	\$399.3								
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)				OH3	TEFUJ	\$595.5	\$1,141.54								
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month				OH1MS	TEFHG	\$0.00	\$0.00	\$0.00							
		Local Channel - Dedicated - DS3 per m				OH3MS	TEFUJ	\$0.00	\$0.00	\$0.00							
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System				OH1 OH1M	SATN1	\$139.65	\$182.14	\$125.19	\$21.00	\$19.52					
		DS3 to DS1 Channel System per month				OH3 OH3MS	SATNS	\$194.62	\$356.4	\$188.000	\$66.63	\$63.44					
		DS3 Interface Unit (DS1 COC) per month				OH1 OH1MS	SATCC	\$14.43	\$13.16	\$9.43							
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

BELLSOUTH / VerTec RATES
LOCAL INTERCONNECTION
Louisiana

Attachment 3
Exhibit A
Rates - Page 9

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	RCS	USOC	Rate	RATES				OSS RATES					
								Retourcuing		Nonrecouing		Svc Order Submitted Disc per LBR	Svc Order Submitted Monthly per LBR	Incremental Charge - Manual Svc Order vs. Electronic-Int	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Orig Disc Int	Incremental Charge - Manual Svc Order vs. Electronic-Orig Add'l
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
END OFFICE SWITCHING																	
		End Office Switching Function, Per MOU			OHD		\$0.0011550										
TANDEM SWITCHING																	
		Tandem Switching Function Per MOU			OHD		\$0.0008289										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		\$0.0008289										
TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0			OHD	TPP++		\$334.94	\$56.98								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEDP	\$0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1	TDE1P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			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																	
LOCAL INTERCONNECTION (TRANSPORT)																	
COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU			OHD		\$0.0000037										
		Common Transport - Facility Termination Per MOU			OHD		\$0.0004332										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL OH1M	1L5NF	\$0.0165										
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL OH1M	1L5NF	\$26.12	\$80.98	\$54.76	\$33.91	\$13.97						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM OH1M	1L5NK	\$0.0165										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM OH1M	1L5NK	\$26.12	\$114.89									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM OH1M	1L5NK	\$0.0165										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM OH1M	1L5NK	\$26.12	\$114.89	\$0.00	\$0.00	\$0.00						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	\$0.3367										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	\$81.45	\$211.47									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																	

BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 Louisiana

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	UBOC	Rate	RATES				OSS RATES						
								Nonrecording		Nonrecording Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	
								Post	Advt	Post	Advt							
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$7.67											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$982.67	\$578.06										
		LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OH1	TEPV2	\$21.44	\$460.03										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OH1	TEPV4	\$22.7	\$460.04										
		Local Channel - Dedicated - DS1 per month			OH1	TEFH3	\$45.1	\$309.53										
		Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$555.75	\$1,144.21										
		LOCAL INTERCONNECTION MID-SPAN MEET																
		NOTE: If Access services ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFH3	\$0.00	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00									
		MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$121.5	\$161.88	\$125.01	\$21.36	\$19.84							
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$233.25	\$365.89	\$187.73	\$67.4	\$34.49							
		DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO	\$13.64	\$19.14	\$6.42									
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

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BELLSOUTH / VerTec RATES
 LOCAL INTERCONNECTION
 Mississippi

Attachment 3
 Exhibit A
 Rates - Page 11

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	RCI	USOC	Rec	RATES				OSS RATES										
								Nonrecursing		Recurring		Sve Order Submitted Elec per LBR	Sve Order Submitted Monthly per LBR	Incremental Charge - Manual Sve Order vs. Electronic-1st	Incremental Charge - Manual Sve Order vs. Electronic-Add'l	Incremental Charge - Manual Sve Order vs. Electronic-1st	Incremental Charge - Manual Sve Order vs. Electronic-Add'l					
								First	Add'l	First	Add'l							SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																						
		END OFFICE SWITCHING																				
		End Office Switching Function, Per MOU				OHD		\$0.0014872														
		TANDEM SWITCHING																				
		Tandem Switching Function Per MOU				OHD		\$0.0006733														
		Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0006733														
		TRUNK CHARGE																				
		Installation Trunk Side Service - per DS0				OHD	TPP++		\$334.11	\$56.98												
		Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00														
		Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00														
		Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00														
		Dedicated Tandem Trunk Port Service-per DS1**				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																						
LOCAL INTERCONNECTION (TRANSPORT)																						
		COMMON TRANSPORT (Shared)																				
		Common Transport - Per Mile, Per MOU				OHD		\$0.000003														
		Common Transport - Facility Termination Per MOU				OHD		\$0.0004990														
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																				
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0112														
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$24.75	\$80.65	\$54.74	\$34.27	\$14.12										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0112														
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$17.24	\$115.23													
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0112														
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$17.24	\$115.23	\$0.00	\$0.00	\$0.00										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.2293														
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$63.00	\$209.75													
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																				

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BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 Mississippi

Attachment 3
 Exhibit A
 Rates - Page 12

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	ICS	USOC	Fee	RATES				OSS RATES						
								Nonrecurring		Recurring		Svc Order Submitted (Sec per LSR)	Svc Order Submitted Monthly 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-Dis 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l	
								First	Add'l	First	Add'l							
								SOSEC	SOEAM	SOEAM	SOEAM	SOEAM	SOEAM					
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1LSNM	\$5.43											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1LSNM	\$705.42	\$680.03										
		LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$16.38	\$480.72										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$17.59	\$461.66										
		Local Channel - Dedicated - DS1 per month			OH1	TEFH0	\$41.4	\$399.92										
		Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$467.82	\$1,146.52										
		LOCAL INTERCONNECTION MID-SPAN MEET																
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFH0	\$0.00	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00									
		MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$125.28	\$181.84	\$124.96	\$21.57	\$20.05							
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$207.87	\$355.9	\$187.99	\$68.11	\$95.17							
		DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO	\$15.78	\$13.13	\$9.41									
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

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BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 North Carolina

Attachment 3
 Exhibit A
 Rates - Page 13

CATEGORY	NOTES	LOCAL INTERCONNECTION	Initial	Zone	RCS	USOC	Rate	RATES				OSS RATES					
								Nonrecursing		Recurring		Svc Order Subscribed Rate per LSP	Svc Order Minimum Monthly per LSP	Incremental Charge - Minimum Svc Order vs. Electronic-Add'l			
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
		END OFFICE SWITCHING															
		End Office Switching Function, Per MOU			OHD		\$0.0017300										
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU			OHD		\$0.0012000										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		\$0.0012000										
		TRUNK CHARGE															
		Installation Trunk Side Service - per DS0			OHD	TPP++		\$333.54	\$56.68								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	\$0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1	TDE1P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			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															
LOCAL INTERCONNECTION (TRANSPORT)																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		\$0.00001										
		Common Transport - Facility Termination Per MOU			OHD		\$0.00034										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL OH1M	1L5NF	\$0.0282										
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL OH1M	1L5NF	\$18.01	\$137.48	\$52.58								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS															
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM OH1M	1L5NK	\$0.0282										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM OH1M	1L5NK	\$17.40	\$137.48									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM OH1M	1L5NK	\$0.0282										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM OH1M	1L5NK	\$17.40	\$137.48									
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	\$0.5753										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	\$71.29	\$217.17									
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3															

BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 North Carolina

Attachment 3
 Exhibit A
 Rates - Page 14

CATEGORY	NOTES	LOCAL INTERCONNECTION	Inlets	Zones	BCS	UBOC	RATES				OSS RATES							
							Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Rec per LSN	Svc Order Submitted Monthly per LSN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l	
								First	Adtl	First	Adtl							
								SOBEC	SOBAN	SOBAN	SOBAN							
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$112.98											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$720.38	\$794.94										
		LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$14.82	\$553.8										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$15.67	\$582.23										
		Local Channel - Dedicated - DS1 per month			OH1	TEFH3	\$35.68	\$534.48										
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$508.69	\$582.25										
		LOCAL INTERCONNECTION MID-SPAN MEET																
		<i>NOTE: If Access service ride mid-span meet, one-half the tariffed service Local Channel rate is applicable.</i>																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFH3	\$0.00	\$0.00										
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00									
		MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$148.69	\$197.78	\$140.05									
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$233.1	\$103.97	\$234.4									
		DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO	\$16.07	\$13.08	\$9.38									
		<i>Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</i>																

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BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 South Carolina

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interoff	Zone	SCS	USOC	Sec	RATES				OSS RATES					
								Nonrecourse		Nonrecourse		Svc Order Submitted (See per LBR)	Svc Order Submitted Monthly per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
		END OFFICE SWITCHING															
		End Office Switching Function, Per MOU			OHD		\$0.0021878										
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU			OHD		\$0.0014911										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		\$0.0014911										
		TRUNK CHARGE															
		Installation Trunk Side Service - per DS0			OHD	TPP++		\$335.14	\$57.16								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	\$0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1	TDE1P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			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															
LOCAL INTERCONNECTION (TRANSPORT)																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		\$0.0000121										
		Common Transport - Facility Termination Per MOU			OHD		\$0.0004672										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL OH1M	1LSNF	\$0.0167										
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL OH1M	1LSNF	\$24.3	\$81.25	\$54.94	\$33.64	\$13.62						
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps															
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM OH1M	1LSNK	\$0.0167										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM OH1M	1LSNK	\$16.78	\$114.89									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM OH1M	1LSNK	\$0.0167										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM OH1M	1LSNK	\$16.78	\$114.89	\$0.00	\$0.00	\$0.00						
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 Per Mile per month			OH1 OH1M	1LSNL	\$0.3415										
		Interoffice Channel - Dedicated Transport - DS1 Facility Termination per month			OH1 OH1M	1LSNL	\$77.14	\$211.7									
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3															

BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 South Carolina

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	SCS	USOC	Rate	RATES				OSS RATES						
								Rearranging		Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc-Add'l	
								First	Add'l	First	Add'l							
								SOBEC	SOBAN	SOBAN	SOBAN	SOBAN	SOBAN					
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$8.02											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$880.85	\$879.4										
		LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OH-L	TEPV2	\$15.33	\$480.49										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OH-L	TEPV4	\$18.54	\$462.31										
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$42.62	\$400.21										
		Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$457.93	\$1,144.54										
		LOCAL INTERCONNECTION MID-SPAN MEET																
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00									
		MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$134.46	\$182.48	\$125.42	\$21.12	\$19.62							
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$233.1	\$403.97	\$234.4									
		DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO	\$10.6	\$13.18	\$9.45									
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Tennessee

Attachment 3
Exhibit A
Rates - Page 17

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	SIC	USOC	REC	RATES		OSS RATES									
								Reconnecting	Disconnect	Svc Order Submitted Elec per LBR	Svc Order Submitted Manually per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l				
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
		END OFFICE SWITCHING																	
		End Office Switching Function, Per MOU				OHD	\$0.0008041												
		TANDEM SWITCHING																	
		Tandem Switching Function Per MOU				OHD	\$0.0009778												
		Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD	\$0.0008778												
		TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0				OHD	TPP++	\$334.29	\$57.01										
		Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00											
		Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00											
		Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00											
		Dedicated Tandem Trunk Port Service-per DS1**				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																			
LOCAL INTERCONNECTION (TRANSPORT)																			
		COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU				OHD		\$0.0000084											
		Common Transport - Facility Termination Per MOU				OHD		\$0.0003871											
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0174											
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$18.56	\$55.39	\$17.37	\$27.98	\$3.51							
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0174											
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$18.53	\$83.35										
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0174											
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$18.53	\$83.35										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.3525											
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$75.83	\$131.95										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																	

BELLSOUTH / VarTec RATES
 LOCAL INTERCONNECTION
 Tennessee

CATEGORY	NOTES	LOCAL INTERCONNECTION	Inlet	Zone	BCS	USOC	REC	RATES				OSS RATES						
								Nonrecouring	Nonrecouring Disconnect	Svc Order Submitted Elec per LBR	Svc Order Submitted Manually per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Dis 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l			
		Interface Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1LSNM	\$2.34											
		Interface Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1LSNM	\$948.99	\$504.33										
		LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OH-L	TEPV2	\$19.02	\$254.14										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OH-L	TEPV4	\$20.56	\$257.05										
		Local Channel - Dedicated - DS1 per month			OH1	TEPHG	\$40.00	\$310.53										
		Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$823.23	\$811.19										
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEPHG	\$0.00	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00									
		MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1 OH1N	SATN1	\$80.77	\$141.87	\$77.11	\$44.47	\$42.82							
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$222.98	\$308.03	\$108.47	\$8.43	\$4.23							
		DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO	\$17.56	\$8.07	\$4.69									
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when VarTec is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. This Attachment does not apply to Tennessee Caged Collocation which shall be offered pursuant to Attachment 4 – TN. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

1.2 **Right to Occupy.** BellSouth shall offer to VarTec collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow VarTec to occupy that 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 VarTec and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In all states other than Florida, the size specified by VarTec may contemplate a request for space sufficient to accommodate VarTec’s growth within a two-year period.

1.2.1.2 In the state of Florida, the size specified by VarTec may contemplate a request for space sufficient to accommodate VarTec’s growth within an eighteen (18) month period.

1.3 **Space Reclamation.** In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. VarTec will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 **Use of Space.** VarTec shall use the Collocation Space for the purposes of installing, maintaining and operating VarTec’s equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for

accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

- 1.5 **Rates and Charges.** VarTec agrees to pay the rates and charges identified in Exhibit D attached hereto.
- 1.6 **Due Dates.** In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 **Space Availability Report.** Upon request from VarTec, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
 - 2.1.1 The request from VarTec for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
 - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify VarTec and inform VarTec of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. Collocation Options

- 3.1 **Cageless.** BellSouth shall allow VarTec to collocate VarTec's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow VarTec to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where VarTec's equipment requires special technical considerations (e.g., special cable racking,

isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, VarTec 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 At VarTec's expense, VarTec may arrange with a contractor certified by BellSouth ("Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, VarTec and VarTec's Certified Contractor must comply with the more stringent local building code requirements. VarTec's Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with VarTec and provide, at VarTec's expense, the documentation, including architectural drawings, necessary for VarTec to obtain the zoning, permits and/or other licenses. VarTec's Certified Contractor shall bill VarTec directly for all work performed for VarTec pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the VarTec's Certified Contractor. VarTec must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access VarTec's locked enclosure prior to notifying VarTec. Upon request, BellSouth shall construct the enclosure for VarTec.
- 3.2.1 BellSouth may elect to review VarTec's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. VarTec shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews VarTec's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review VarTec's plans and specifications prior to construction, VarTec will be entitled to request BellSouth to review; and in the event VarTec does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require VarTec to remove or correct within seven (7) calendar days at VarTec's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.3 Shared (Subleased) Caged Collocation. VarTec may allow other telecommunications carriers to share VarTec's caged collocation arrangement pursuant to terms and conditions agreed to by VarTec ("Host") and other telecommunications carriers ("Guests") and pursuant to 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. VarTec shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by VarTec 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 VarTec.

- 3.3.1 VarTec, 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, its employees and agents. BellSouth shall provide VarTec with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, VarTec shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit D, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 VarTec 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 VarTec's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by VarTec and in conformance with BellSouth's design and construction specifications. Further, VarTec shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should VarTec elect such option, VarTec must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, VarTec and VarTec's Certified Contractor must comply with the more stringent local building code requirements.

VarTec's Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. VarTec's Certified Contractor shall bill VarTec directly for all work performed for VarTec pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by VarTec's Certified Contractor. VarTec must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access VarTec's locked enclosure prior to notifying VarTec.

- 3.4.2 VarTec must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review VarTec's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews VarTec's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review VarTec's plans and specifications prior to construction, VarTec will be entitled to request BellSouth to review; and in the event VarTec does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require VarTec to remove or correct within seven (7) calendar days at VarTec's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 VarTec shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At VarTec's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. VarTec's Certified Contractor shall be responsible, at VarTec's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4. Occupancy

- 4.1 **Occupancy.** BellSouth will notify VarTec in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). VarTec must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, VarTec's telecommunications

equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, VarTec may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate VarTec's right to occupy the Collocation Space in the event VarTec fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, VarTec at its expense shall remove its equipment and other property from the Collocation Space. VarTec shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of VarTec's Guests, unless VarTec's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. VarTec shall continue payment of monthly fees to BellSouth until such date as VarTec, and if applicable VarTec's Guest, has fully vacated the Collocation Space. Should VarTec or VarTec's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of VarTec or VarTec's Guest at VarTec's expense and with no liability for damage or injury to VarTec or VarTec's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of VarTec's right to occupy Collocation Space, VarTec shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by VarTec except for ordinary wear and tear, unless otherwise agreed to by the Parties. VarTec or VarTec's BellSouth Certified Vendor shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings, ERMA, TIRKS, LFACS, LMOS, COSMOS, and TEOSPS DSX Records. VarTec shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of Collocation Space**

5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except

where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on VarTec's failure to comply with this section.

- 5.1.2 VarTec shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that VarTec submits an application for terminations that exceed the total capacity of the collocated equipment, VarTec will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 VarTec shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 VarTec shall place a plaque or other identification affixed to VarTec's equipment necessary to identify VarTec's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 **Entrance Facilities.** VarTec may elect to place VarTec-owned or VarTec-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. VarTec will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. VarTec will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to VarTec's equipment in the Collocation Space. In the event VarTec utilizes a non-metallic, riser-type entrance facility, a splice will not be required. VarTec must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. VarTec is responsible for maintenance of the entrance facilities. At VarTec's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 **Dual Entrance.** BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this

Attachment, BellSouth shall provide VarTec with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to VarTec's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.4.2 **Shared Use.** VarTec may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to VarTec's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. VarTec must arrange with BellSouth for BellSouth to splice the VarTec provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit D will apply.
- 5.5 **Demarcation Point.** BellSouth will designate the point(s) of demarcation between VarTec's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. VarTec shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. VarTec or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At VarTec's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. VarTec must make arrangements with a Certified Supplier for such placement.
- 5.6 **VarTec's Equipment and Facilities.** VarTec, or if required by this Attachment, VarTec's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by VarTec which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. VarTec and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 **BellSouth's Access to Collocation Space.** From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running,

altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to VarTec at least 48 hours before access to the Collocation Space is required. VarTec may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that VarTec will not bear any of the expense associated with this work.

- 5.8 Access. Pursuant to Section 11, VarTec shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. VarTec agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of VarTec or VarTec's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by VarTec and returned to BellSouth Access Management within 15 calendar days of VarTec's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. VarTec agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of VarTec employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with VarTec or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to VarTec's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to VarTec. VarTec must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date VarTec desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, VarTec may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event VarTec desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit VarTec to access the Collocation Space accompanied by a security escort at VarTec's expense. VarTec must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. VarTec shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), VarTec shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, VarTec shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its

telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of VarTec violates the provisions of this paragraph, BellSouth shall give written notice to VarTec, which notice shall direct VarTec to cure the violation within forty-eight (48) hours of VarTec's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if VarTec fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to VarTec's equipment. BellSouth will endeavor, but is not required, to provide notice to VarTec prior to taking such action and shall have no liability to VarTec for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and VarTec fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to VarTec or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, VarTec shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by VarTec 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 VarTec at any time. Any damage caused to

the Collocation Space by VarTec's employees, agents or representatives during the removal of such property shall be promptly repaired by VarTec at its expense.

- 5.12 **Alterations.** In no case shall VarTec or any person acting on behalf of VarTec make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by VarTec. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 **Janitorial Service.** VarTec shall be responsible for the general upkeep of the Collocation Space. VarTec shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to VarTec that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 **Initial Application.** For VarTec or VarTec's Guest(s) initial equipment placement, VarTec shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 **Subsequent Application.** In the event VarTec or VarTec's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, VarTec shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by VarTec in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 **Subsequent Application Fee.** The application fee paid by VarTec for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no

Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.4 Space Availability Notification.

- 6.4.1** Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify VarTec of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by VarTec, or differently configured, VarTec must resubmit its Application to reflect the actual space available.
- 6.4.2** BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by VarTec or differently configured, VarTec must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.4.3** BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify VarTec of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by VarTec or differently configured, VarTec must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.
- 6.5** Denial of Application. If BellSouth notifies VarTec that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying VarTec that BellSouth has no available space in the requested Premises, BellSouth will allow

VarTec, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi, the above intervals shall be in business days.

- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit VarTec to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, VarTec must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. If VarTec has originally requested caged collocation space and cageless collocation space becomes available, VarTec may refuse such space and notify BellSouth in writing within that time that VarTec wants to maintain its place on the waiting list without accepting such space. VarTec may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If VarTec does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the

waiting list and remove VarTec from the waiting list. Upon request, BellSouth will advise VarTec as to its position on the list.

- 6.8 **Public Notification.** BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.9 **Application Response.**
- 6.9.1 In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.9.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable VarTec to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When VarTec submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.9.4 In Georgia, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.5 In Mississippi, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications one (1) to five (5); within thirty-six (36) business days for Bona Fide Applications six (6) to ten (10); within forty-two (42) business days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.9.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of VarTec or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge VarTec an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. Major changes such as

requesting additional space or adding equipment may require VarTec to submit the Application with an Application Fee.

6.11 Bona Fide Firm Order.

6.11.1 In Alabama, Kentucky, North Carolina, and Tennessee, VarTec shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when VarTec has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to VarTec's Bona Fide Application.

6.11.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. VarTec shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to VarTec's Bona Fide Application or the Application will expire.

6.11.3 In Mississippi, VarTec shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to VarTec's Bona Fide Application or the Application will expire.

6.11.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of VarTec's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or

upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event VarTec submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event VarTec submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event VarTec submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with VarTec at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, VarTec must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and VarTec cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial

request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of one hundred twenty (120) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or

upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 **Joint Planning.** Joint planning between BellSouth and VarTec will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to VarTec during joint planning.
- 7.3 **Permits.** Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 **Acceptance Walk Through.** VarTec will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying VarTec that the collocation space is ready for occupancy. In the event that VarTec fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by VarTec. BellSouth will correct any deviations to VarTec's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 **Use of BellSouth Certified Supplier.** VarTec shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. VarTec and VarTec's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, VarTec must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide VarTec with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing VarTec's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and VarTec upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill VarTec directly for all work performed for VarTec pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying VarTec or any

supplier proposed by VarTec. All work performed by or for VarTec shall conform to generally accepted industry guidelines and standards.

- 7.6 **Alarm and Monitoring.** BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. VarTec shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service VarTec's Collocation Space. Upon request, BellSouth will provide VarTec with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by VarTec. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 **Virtual to Physical Collocation Relocation.** In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, VarTec may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by VarTec, such information will be provided to VarTec in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to VarTec within 180 calendar days of BellSouth's written denial of VarTec's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) VarTec was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then VarTec may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. VarTec must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8 **Cancellation.** If, at anytime prior to space acceptance, VarTec cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if VarTec cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill VarTec for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.9 **Licenses.** VarTec, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.10 **Environmental Compliance.** The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7.11 The intervals as set forth above are as depicted in Exhibit B of this Attachment.

8. Rates and Charges

8.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by VarTec's current billing cycle and is non-refundable.

8.2 Space Preparation

8.2.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day VarTec occupies the collocation space, whichever occurs first.

8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. VarTec shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event VarTec opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to VarTec as prescribed in this Section 8.

8.2.3 Space Preparation Fee (Florida). Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. VarTec shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event VarTec opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to VarTec as prescribed in this Section 8.

8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event VarTec opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to VarTec as prescribed in this Section 8 and will be billed based upon VarTec's first billing cycle after Firm Order.

- 8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by VarTec on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event VarTec opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to VarTec as described in this Section 8.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, VarTec shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, VarTec shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event VarTec's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, VarTec shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date, or on the date VarTec first occupies the Collocation Space, whichever is sooner.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for VarTec's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at VarTec's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to VarTec's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date VarTec first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by VarTec's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by VarTec's BellSouth Certified power Supplier. VarTec is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to VarTec's equipment. Determination of the BellSouth BDFB or BellSouth power

board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by VarTec must provide BellSouth a copy of the engineering power specification prior to the day on which VarTec's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and VarTec's arrangement area. VarTec shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within VarTec's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. VarTec shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, VarTec has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of VarTec's dedicated power plant results in construction of a new power plant room, upon termination of VarTec's right to occupy collocation space at such site, VarTec shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If VarTec elects to install its own DC Power Plant, BellSouth shall provide AC power to feed VarTec's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by VarTec's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. VarTec's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit D. AC power voltage and phase ratings shall be determined on a per location basis. At VarTec's option, VarTec may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6 Security Escort. A security escort will be required whenever VarTec or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit D beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and VarTec shall pay for such half-hour charges in the event VarTec fails to show up.
- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

- 8.8 **Rate "True-Up"**. The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, VarTec shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to VarTec. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.9 **Other**. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). VarTec will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.
9. **Insurance**
- 9.1 VarTec shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 VarTec shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of VarTec's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 VarTec 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 Attachment upon thirty (30) days notice to VarTec 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 VarTec 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 Attachment or until all VarTec's property has been removed from BellSouth's Premises, whichever period is longer. If VarTec fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from VarTec.
- 9.5 VarTec shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. VarTec shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from VarTec's insurance company. VarTec shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 VarTec 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 VarTec's net worth exceeds five hundred million dollars (\$500,000,000), VarTec may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. VarTec 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 VarTec in the event that self-insurance status is not granted to VarTec. If BellSouth approves VarTec for self-insurance, VarTec shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of VarTec's corporate officers. The ability to self-

insure shall continue so long as the VarTec meets all of the requirements of this Section. If the VarTec subsequently no longer satisfies this Section, VarTec is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to VarTec to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or VarTec), 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 VarTec's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between VarTec's equipment and equipment of BellSouth. BellSouth may conduct an inspection if VarTec adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide VarTec with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 VarTec will be required, at its own expense, to conduct a statewide investigation of criminal history records for each VarTec employee being considered for work on the BellSouth Premises, for the states/counties where the VarTec employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. VarTec shall not be required to perform this investigation if an affiliated company of VarTec has

performed an investigation of the VarTec employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if VarTec has performed a pre-employment statewide investigation of criminal history records of the VarTec employee for the states/counties where the VarTec employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 VarTec shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the VarTec name. BellSouth reserves the right to remove from its premises any employee of VarTec not possessing identification issued by VarTec or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. VarTec shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. VarTec shall be solely responsible for ensuring that any Guest of VarTec is in compliance with all subsections of this Section 12.
- 12.3 VarTec will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 VarTec shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. VarTec 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 VarTec personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that VarTec chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, VarTec 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 VarTec 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 VarTec shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each VarTec employee requiring access to a BellSouth Premises pursuant to this Attachment, VarTec shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were

found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, VarTec will disclose the nature of the convictions to BellSouth at that time. In the alternative, VarTec 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.

- 12.6 At BellSouth's request, VarTec shall promptly remove from BellSouth's Premises any employee of VarTec BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of VarTec is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview VarTec's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to VarTec's Security contact of such interview. VarTec and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving VarTec's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill VarTec for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that VarTec's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill VarTec for BellSouth property which is stolen or damaged where an investigation determines the culpability of VarTec's employees, agents, or contractors and where VarTec agrees, in good faith, with the results of such investigation. VarTec shall notify BellSouth in writing immediately in the event that VarTec discovers one of its employees 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 Premises, any employee found to have violated the security and safety requirements of this section. VarTec shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 **Accountability.** Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
13. **Destruction of Collocation Space**
- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for VarTec's permitted use hereunder, then either Party may elect within ten (10) business 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 VarTec'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 VarTec, except for improvements not 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. VarTec may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If VarTec's acceleration of the project increases the cost of the project, then those additional charges will be incurred by VarTec. Where allowed and where practical, VarTec may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, VarTec shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for VarTec's permitted use, until such Collocation Space is fully repaired and restored and VarTec's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where VarTec has placed an Adjacent Arrangement pursuant to Section 3, VarTec shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.
14. **Eminent Domain**
- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in

advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and VarTec 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) business days after such taking.

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 **Compliance with Applicable Law.** BellSouth and VarTec agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 **Notice.** BellSouth and VarTec shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. VarTec should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for VarTec 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 contractors of BellSouth for environmental protection. VarTec will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by VarTec when operating in the BellSouth Premises.
- 1.4 **Environmental and Safety Inspections.** BellSouth reserves the right to inspect the VarTec space with proper notification. BellSouth reserves the right to stop any VarTec work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 **Hazardous Materials Brought On Site.** Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by VarTec are owned by VarTec. VarTec 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 VarTec or different hazardous materials used by VarTec at BellSouth Facility. VarTec must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

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

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, VarTec 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. VarTec further agrees to cooperate with BellSouth to ensure that VarTec's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by VarTec, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S 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 contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<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>P&SM Manager - Procurement</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, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility 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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Caged	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Caged	15 Calendar Days	15 Calendar Days*	90 Cal	NA
	Cageless	Same	Same	90 Cal	NA
Georgia	Caged	10 Calendar Days	30 Calendar Days	90 Cal	NA Cal
	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky ¹	Caged	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Caged	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Caged	10 Business Days	30 Business Days*	120 Cal	180 Cal
	Cageless	10 Business Days	30 Business Days*	120 Cal	180 Cal
North Carolina ¹	Caged	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Caged	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee ¹	Caged	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office City	CAGED Bays	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB—Amps Load	BST Provided BDFB—Amps Load	Heat Disipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays	Non-Standard Bays							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

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Remote Site Physical Collocation

BELLSOUTH**REMOTE SITE PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when VarTec is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to VarTec Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to VarTec a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by VarTec and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.
- 1.2.1 In all states other than Florida, the number of racks/bays specified by VarTec may contemplate a request for space sufficient to accommodate VarTec's growth within a two year period.
- 1.2.2 In the state of Florida, the number of racks/bays specified by VarTec may contemplate a request for space sufficient to accommodate VarTec's growth within an eighteen (18) month period.
- 1.2.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies VarTec that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon VarTec's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for VarTec. VarTec

agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for VarTec. 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 Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for VarTec as above, VarTec shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with VarTec in obtaining such permission.

- 1.4 **Space Reclamation.** In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. VarTec will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 **Use of Space.** VarTec shall use the Remote Collocation Space for the purposes of installing, maintaining and operating VarTec's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 **Rates and charges.** VarTec agrees to pay the rates and charges identified in Exhibit D attached hereto.
- 1.7 **Due Dates.** In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
2. **Space Availability Report**
 - 2.1 **Reporting.** Upon request from VarTec, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
 - 2.1.1 The request from VarTec for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If VarTec is unable to obtain the CLLI code,

from for example a site visit to the remote site, VarTec may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, VarTec should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. VarTec should complete all the requested information and submit the Request with the applicable fee to BellSouth.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify VarTec and inform VarTec of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. Collocation Options

- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow VarTec to collocate VarTec's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow VarTec to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, VarTec must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6, following. Subject to space availability and technical feasibility, at VarTec's option, VarTec may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. VarTec may allow other telecommunications carriers to share VarTec's Remote Collocation Space pursuant to terms and conditions agreed to by VarTec ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. VarTec shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and

shall contain a certification by VarTec that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and VarTec.

- 3.3.1 VarTec shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide VarTec with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, VarTec shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit D. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 VarTec 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 VarTec's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by VarTec and in conformance with BellSouth's design and construction specifications. Further, VarTec shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.
- 3.4.1 Should VarTec elect such an option, VarTec must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, VarTec and VarTec's BellSouth Certified Contractor must comply with local building code requirements. VarTec's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. VarTec's BellSouth Certified Contractor shall bill VarTec directly for all work performed for VarTec pursuant to this Attachment and BellSouth shall have

no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. VarTec must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access VarTec's locked enclosure prior to notifying VarTec.

- 3.4.2 BellSouth maintains the right to review VarTec's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require VarTec, at VarTec's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 VarTec shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At VarTec's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. VarTec's BellSouth Certified Contractor shall be responsible, at VarTec's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

- 4.1 **Occupancy.** BellSouth will notify VarTec in writing that the Remote Collocation Space is ready for occupancy. VarTec must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, VarTec may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

- 4.2.1 Upon termination of occupancy, VarTec at its expense shall remove its equipment and other property from the Remote Collocation Space. VarTec shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of VarTec's Guests, unless VarTec's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that VarTec shall continue payment of monthly fees to BellSouth until such date as VarTec, and if applicable VarTec's Guest, has fully vacated the Remote Collocation Space. Should VarTec or VarTec's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of VarTec or VarTec's Guest at VarTec's expense and with no liability for damage or injury to VarTec or VarTec's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, VarTec shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the VarTec except for ordinary wear and tear unless otherwise agreed to by the Parties. VarTec shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on VarTec's failure to comply with these requirements.
- 5.1.2 VarTec shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 VarTec shall place a plaque or other identification affixed to VarTec's equipment to identify VarTec's equipment, including a list of emergency contacts with telephone numbers.

- 5.1.4 All VarTec equipment installation shall comply with BellSouth TR 73503-11, Section 8, "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 **Entrance Facilities.** VarTec may elect to place VarTec-owned or VarTec-leased entrance facilities into the Remote Collocation Space from VarTec's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. VarTec will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. VarTec must contact BellSouth for instructions prior to placing the entrance facility cable. VarTec is responsible for maintenance of the entrance facilities.
- 5.2.1 **Shared Use.** VarTec may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to VarTec's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 **Demarcation Point.** BellSouth will designate the point(s) of demarcation between VarTec's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. VarTec or its agent must perform all required maintenance to VarTec equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 **VarTec's Equipment and Facilities.** VarTec, or if required by this Attachment, VarTec's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by VarTec.
- 5.5 **BellSouth's Access to Remote Collocation Space.** BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 **Access.** Pursuant to Section 12, VarTec shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. VarTec agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of VarTec or VarTec's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by VarTec and returned to BellSouth Access

Management within fifteen (15) calendar days of VarTec's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. VarTec agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of VarTec employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with VarTec or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.6.1 VarTec must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date VarTec desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, VarTec may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event VarTec desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit VarTec to access the Collocation Space accompanied by a security escort at VarTec's expense. VarTec must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.7 Lost or Stolen Access Keys. VarTec shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), VarTec shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of VarTec violates the provisions of this paragraph, BellSouth shall give written notice to VarTec, which notice shall direct VarTec to cure the violation within forty-eight (48) hours of VarTec's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if VarTec fails to take curative action within 48 hours or if the violation is of

a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to VarTec's equipment. BellSouth will endeavor, but is not required, to provide notice to VarTec prior to taking such action and shall have no liability to VarTec for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and VarTec fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to VarTec or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, VarTec shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by VarTec in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personal property and may be removed by VarTec at any time. Any damage caused to the Remote Collocation Space by VarTec's employees, agents or representatives shall be promptly repaired by VarTec at its expense.
- 5.10 Alterations. In no case shall VarTec or any person acting on behalf of VarTec make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by VarTec. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. VarTec shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. VarTec shall be responsible

for removing any VarTec debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to VarTec and BellSouth that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Application for Space. VarTec shall submit a Remote Site Collocation Application when VarTec or VarTec's Guest(s), as defined in Section 3, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For VarTec or VarTec's Guest(s) equipment placement, VarTec shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2. An Application Fee will apply.
- 6.4 Subsequent Application In the event VarTec or VarTec's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, VarTec shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by VarTec in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.4.1 Subsequent Application Fee. The application fee paid by VarTec for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

- 6.5 **Availability of Space.** Upon submission of an Application, BellSouth will permit VarTec to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify VarTec of the amount that is available.
- 6.5.1 **Availability Notification.** Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify VarTec of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by VarTec, VarTec must resubmit its Application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by VarTec, VarTec must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify VarTec 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 VarTec, VarTec must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.
- 6.6 **Denial of Application.** If BellSouth notifies VarTec that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying VarTec

that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow VarTec, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, this interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi the above intervals shall be in business days.

- 6.7 **Filing of Petition for Waiver.** Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit VarTec to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 **Waiting List.** On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, VarTec must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. VarTec may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If VarTec does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the

waiting list and remove VarTec from the waiting list. Upon request, BellSouth will advise VarTec as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 Application Response. In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.2.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable VarTec to place a Firm Order. When VarTec submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.10.4 In Georgia, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.5 In Louisiana, BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of VarTec or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge VarTec an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. Major changes such as requesting additional space or adding equipment may require VarTec to submit the Application with an Application Fee.
- 6.12 Bona Fide Firm Order.
- 6.12.1 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, VarTec shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when VarTec has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to VarTec's Bona Fide Application.

- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. VarTec shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when VarTec has completed the Application/Inquiry process described in this Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to VarTec's Bona Fide Application or the Application will expire.
- 6.12.3 In Mississippi, VarTec shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when VarTec has completed the Application/Inquiry process described in Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to VarTec's Bona Fide Application or the Application will expire.
- 6.12.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of VarTec's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.13 BellSouth will permit one accompanied site visit to VarTec's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to VarTec.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or

upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event VarTec submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event VarTec submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event VarTec submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with VarTec at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, VarTec must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant

time frame and BellSouth and VarTec cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation

Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide VarTec with the estimated completion date in its Response.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. VarTec will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying VarTec that the collocation space is ready for occupancy. BellSouth will correct any deviations to VarTec's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. VarTec shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide VarTec with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing VarTec's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and VarTec upon successful completion of installation. The Certified Supplier shall bill VarTec directly for all work performed for VarTec pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider

certifying VarTec or any supplier proposed by VarTec. All work performed by or for VarTec shall conform to generally accepted industry guidelines and standards.

- 7.6 **Alarm and Monitoring.** BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. VarTec shall be responsible for placement, monitoring and removal of alarms used to service VarTec's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 **Virtual Remote Site Collocation Relocation.** BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit D of this agreement. VarTec may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, VarTec may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by VarTec, such information will be provided to VarTec in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to VarTec within 180 calendar days of BellSouth's written denial of VarTec's request for physical collocation, and (ii) VarTec was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then VarTec may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. VarTec must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8 **Cancellation.** If, at anytime prior to space acceptance, VarTec cancels its order for the Remote Collocation Space(s), VarTec will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.
- 7.9 **Licenses.** VarTec, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
8. Rates and Charges
- 8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by VarTec's current billing cycle and is non-refundable.
- 8.2 Recurring Charges. Recurring charges begin on the date that VarTec executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date VarTec first occupies the Remote Collocation Space, whichever is sooner. If VarTec fails to schedule and complete a walkthrough pursuant to Section 7 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing VarTec for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by VarTec's current billing cycle.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power VarTec's equipment. VarTec shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for VarTec's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at VarTec's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for VarTec's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by VarTec's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. VarTec's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At VarTec's option,

VarTec may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 8.5 **Security Escort.** A security escort will be required whenever VarTec or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 8.6 **Rate "True-Up".** The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, VarTec shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to VarTec. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.7 **Other.** If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by VarTec's current billing cycle. VarTec will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date..

9. **Insurance**

- 9.1 **Maintain Insurance.** VarTec shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 **Coverage.** VarTec shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and

Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of VarTec's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 VarTec 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 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to VarTec 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 VarTec shall be deemed to be primary. All policies purchased by VarTec shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all VarTec's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If VarTec fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from VarTec.
- 9.5 Submit certificates of insurance. VarTec shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. VarTec shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from VarTec's insurance company. VarTec shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

- 9.6 **Conformance to recommendations made by BellSouth's fire insurance company.** VarTec 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 VarTec's net worth exceeds five hundred million dollars (\$500,000,000), VarTec may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and Section 9.2.3. VarTec shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to VarTec in the event that self-insurance status is not granted to VarTec. If BellSouth approves VarTec for self-insurance, VarTec shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of VarTec's corporate officers. The ability to self-insure shall continue so long as VarTec meets all of the requirements of this Section. If VarTec subsequently no longer satisfies this Section, VarTec is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.3.
- 9.8 **Net worth requirements.** The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to VarTec to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 **Failure to comply.** Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
10. **Mechanics Liens**
- 10.1 **Mechanics Lien or other Liens.** If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or VarTec), 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 inspection.** BellSouth may conduct an inspection of VarTec's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between VarTec's equipment and equipment of BellSouth. BellSouth may conduct an inspection if VarTec adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide VarTec with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 VarTec will be required, at its own expense, to conduct a statewide investigation of criminal history records for each VarTec employee being considered for work on the BellSouth Premises, for the states/counties where the VarTec employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. VarTec shall not be required to perform this investigation if an affiliated company of VarTec has performed an investigation of the VarTec employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if VarTec has performed a pre-employment statewide investigation of criminal history records of the VarTec employee for the states/counties where the VarTec employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 VarTec shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the VarTec name. BellSouth reserves the right to remove from its premises any employee of VarTec not possessing identification issued by VarTec or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. VarTec shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. VarTec shall be solely responsible for ensuring that any Guest of VarTec is in compliance with all subsections of this Section 12.
- 12.3 VarTec will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 VarTec shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. VarTec 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 access to any VarTec personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that VarTec chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, VarTec 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 VarTec 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 VarTec shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each VarTec employee requiring access to a BellSouth Premises pursuant to this Attachment, VarTec shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, VarTec will disclose the nature of the convictions to BellSouth at that time. In the alternative, VarTec 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.
- 12.6 At BellSouth's request, VarTec shall promptly remove from BellSouth's Premises any employee of VarTec BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of VarTec is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview VarTec's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to VarTec's Security contact of such interview. VarTec and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving VarTec's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill VarTec for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that VarTec's employees, agents, or contractors are

responsible for the alleged act. BellSouth shall bill VarTec for BellSouth property which is stolen or damaged where an investigation determines the culpability of VarTec's employees, agents, or contractors and where VarTec agrees, in good faith, with the results of such investigation. VarTec shall notify BellSouth in writing immediately in the event that the VarTec discovers one of its employees 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 Premises, any employee found to have violated the security and safety requirements of this section. VarTec shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall VarTec, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for VarTec's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for VarTec'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 VarTec, except for improvements not 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. VarTec may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If VarTec's acceleration of the project increases the cost of the project, then those additional charges will be incurred by VarTec. Where allowed and where practical, VarTec may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, VarTec shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for VarTec's permitted use, until such Remote Collocation Space is fully repaired and restored and VarTec's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where VarTec has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, VarTec shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 **Compliance with Applicable Law.** BellSouth and VarTec agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 **Notice.** BellSouth and VarTec shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. VarTec should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for VarTec 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 contractors of BellSouth for environmental protection. VarTec will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by VarTec when operating in the BellSouth Premises.
- 1.4 **Environmental and Safety Inspections.** BellSouth reserves the right to inspect the VarTec space with proper notification. BellSouth reserves the right to stop any VarTec work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 **Hazardous Materials Brought On Site.** Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by VarTec are owned by VarTec. VarTec 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 VarTec or different hazardous materials used by VarTec at BellSouth Facility. VarTec must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

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

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, VarTec 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. VarTec further agrees to cooperate with BellSouth to ensure that VarTec's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by VarTec, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S 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 contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

<p>Janitorial services</p>	<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>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
<p>Manhole cleaning</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Removing or disturbing building materials that may contain asbestos</p>	<p>Asbestos work practices</p>	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility 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

E/S - Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Cageless	15 Calendar Days	15 Calendar Days*	90 Cal	NA
Georgia	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Cageless	10 Business Days	30 Business Days*	120 Cal	180 Cal
North Carolina ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

Notes: Forecast information will be used for no other purpose than collocation planning.

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Attachment 4-TN
Physical Caged Collocation

**BELLSOUTH
PHYSICAL COLLOCATION**

1. Scope of Attachment

- 1.1 **Scope of Attachment.** The rates, terms, and conditions contained within this Attachment shall only apply when VarTec is occupying Caged Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

- 1.2 **Right to Occupy.** Subject to this Attachment, BellSouth allows VarTec to occupy that 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 VarTec and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

- 1.2.1 The size specified by VarTec may contemplate a request for space sufficient to accommodate VarTec's growth within a two-year period.

- 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 above.

- 1.3 **Space Reclamation.** In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. VarTec will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

- 1.4 **Use of Space.** VarTec shall use the Caged Collocation Space for the purposes of installing, maintaining and operating VarTec's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.5 **Rates and Charges.** VarTec agrees to pay the rates and charges identified in Exhibit D attached hereto.

1.6 VarTec agrees to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. **Space Notification**

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit VarTec to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. BellSouth will respond to an application within eight (8) business days as to whether space is available or not available within BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify VarTec of the amount of space that is available and no Planning Fee shall apply. When BellSouth's response includes an amount of space less than that requested by VarTec or differently configured, VarTec must resubmit its Application to reflect the actual space available. If there is no readily available space, BellSouth will so notify VarTec within this eight (8) business day interval and BellSouth will determine whether space can be made available and will notify VarTec within twenty (20) business days of such notification as to whether space is available or not, in accordance with this section.

2.2 Denial of Application. After notifying VarTec that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow VarTec, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

2.3 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit VarTec to inspect any floor plans or diagrams that BellSouth provides to the Commission.

2.4 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or a Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes

available and the position of telecommunications carrier on said waiting list. VarTec must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification or notify BellSouth in writing within that time that VarTec wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If VarTec does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove VarTec from the waiting list. Upon request, BellSouth will advise VarTec as to its position on the list.

- 2.6 **Public Notification.** BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

3. **Collocation Option**

- 3.1 **Cages.** BellSouth shall construct enclosures in compliance with VarTec's collocation request subject to BellSouth's construction requirements.
- 3.2 VarTec must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access VarTec's locked enclosure prior to notifying VarTec.
- 3.3 **Shared (Subleased) Caged Collocation.** VarTec may allow other telecommunications carriers to share VarTec's caged collocation arrangement pursuant to terms and conditions agreed to by VarTec ("Host") and other telecommunications carriers ("Guests") and pursuant to 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. VarTec shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by VarTec 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 VarTec.
- 3.3.1 VarTec, as the host CLEC 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, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, VarTec shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly

submit an initial Application, only one Planning Fee will be assessed. A separate initial Guest application shall require the assessment of a subsequent Planning Fee..

Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.3.2 VarTec 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 VarTec's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day VarTec's equipment becomes operational as described in Article 4.2, following.

- 4.2 Occupancy. BellSouth will notify VarTec in writing that the Collocation Space is ready for occupancy. VarTec must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, VarTec's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Agreement, Termination of Occupancy may occur in the following circumstances:

- 4.3.1 BellSouth may terminate VarTec's occupancy for VarTec's failure to comply with any provision of this Agreement.

- 4.3.2 VarTec may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

- 4.3.3 Upon termination of such occupancy, VarTec at its expense shall remove its equipment and other property from the Collocation Space. VarTec shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of VarTec's Guests, unless VarTec's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. VarTec shall continue payment of monthly fees to BellSouth until such date as VarTec has fully vacated the Collocation Space. Should VarTec or VarTec's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of VarTec or VarTec's Guest at VarTec's expense and with no liability for damage or injury to VarTec or VarTec's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of VarTec's right to occupy Collocation Space, VarTec shall surrender such Collocation Space to BellSouth in the

same condition as when first occupied by VarTec except for ordinary wear and tear, unless otherwise agreed to by the Parties. VarTec shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1** Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on VarTec's failure to comply with this section.
- 5.1.2** VarTec shall not request more DS0, DS1 and DS3 terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that VarTec submits an application for terminations that exceed the total capacity of the collocated equipment, VarTec will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.1.3** VarTec shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.4** VarTec shall place a plaque or other identification affixed to VarTec's equipment necessary to identify VarTec's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities.** VarTec may elect to place VarTec-owned or VarTec-leased fiber entrance facilities into the splice location. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. VarTec will provide and place fiber cable at the point of entrance of

sufficient length to be pulled through conduit and into the splice location. VarTec will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to VarTec's equipment in the Collocation Space. VarTec must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. VarTec is responsible for maintenance of the entrance facilities.

- 5.2.1 **Dual Entrance.** BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide VarTec with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to VarTec's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 **Shared Use.** VarTec may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to VarTec's collocation arrangement within the same BellSouth Premises. VarTec must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to VarTec-provided riser cable.
- 5.3 **Demarcation Point.** BellSouth will designate the point(s) of demarcation between VarTec's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a VarTec provided Point of Termination Bay (POT Bay) in a common area within the Premises. VarTec shall be responsible for providing, and a supplier certified by BellSouth ("VarTec's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between VarTec's collocation space and the demarcation point. VarTec or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.4 **VarTec's Equipment and Facilities.** VarTec, or if required by this Attachment, VarTec's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by VarTec which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. VarTec and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.5 **BellSouth's Access to Collocation Space.** From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to VarTec at least 48 hours before access to the Collocation Space is required. VarTec may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that VarTec will not bear any of the expense associated with this work.
- 5.6 **Access.** Pursuant to Section 11, subsequent to Firm Order VarTec shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. VarTec agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of VarTec or VarTec's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by VarTec and returned to BellSouth Access Management within 15 calendar days of VarTec's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. VarTec agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of VarTec employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with VarTec or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.6.1 **Lost or Stolen Access Keys.** VarTec shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), VarTec shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 **Interference or Impairment.** Notwithstanding any other provisions of this Attachment, VarTec shall not use any product or service provided under this Attachment, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of VarTec violates the provisions of this paragraph, BellSouth shall give written notice to VarTec, which notice shall direct VarTec to cure the violation within forty-eight (48) hours of VarTec's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if VarTec fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to VarTec's equipment. BellSouth will endeavor, but is not required, to provide notice to VarTec prior to taking such action and shall have no liability to VarTec for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and VarTec fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to VarTec or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, VarTec shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.8 Personalty and its Removal. Facilities and equipment placed by VarTec 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 VarTec at any time. Any damage caused to the Collocation Space by VarTec's employees, agents or representatives during the removal of such property shall be promptly repaired by VarTec at its expense.
- 5.9 Alterations. In no case shall VarTec or any person acting on behalf of VarTec make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by VarTec. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and a Planning Fee, pursuant to sub-section 6.2.2.

5.10 Janitorial Service. VarTec shall be responsible for the general upkeep of the Collocation Space. VarTec shall arrange directly with a Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Application for Space. VarTec shall submit an application document when VarTec or VarTec's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For VarTec or VarTec's Guest(s) initial equipment placement, VarTec shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in VarTec's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application. In the event VarTec or VarTec's Guest(s) desires to modify the use of the Collocation Space, VarTec shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by VarTec in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Planning Fee will be required. The fee for an Application where the modification requires assessment on behalf of BellSouth shall be the Planning Fee as set forth in the Price Schedule. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.2 Application Response. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, Entrance Fiber Fee, and the space preparation fees, as described in Section 7.

6.3 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of VarTec or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge VarTec a Planning Fee.

- 6.4 **Bona Fide Firm Order.** VarTec shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when VarTec has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to VarTec's Bona Fide Application.
- 6.5 **Construction and Provisioning Interval.** BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event VarTec submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event VarTec submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event VarTec submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with VarTec at the time the application is received. Additional installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be 45 business days from receipt of an Application. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis.
- 6.5.1 To be considered a timely and accurate forecast, VarTec must submit to BellSouth the CLEC Forecast Form containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 6.6 **Joint Planning.** Joint planning between BellSouth and VarTec will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to VarTec during joint planning.

- 6.7 **Permits.** Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.8 **Acceptance Walk Through.** VarTec will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by VarTec. BellSouth will correct any deviations to VarTec's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.9 **Use of Certified Supplier.** VarTec shall select a supplier which has been approved as a Certified Supplier to perform all engineering and installation work. VarTec and VarTec's Certified Supplier must follow and comply with all of BellSouth's requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, VarTec must select separate Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide VarTec with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing VarTec's equipment and components, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and VarTec upon successful completion of installation, etc. The Certified Supplier shall bill VarTec directly for all work performed for VarTec pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying VarTec or any supplier proposed by VarTec. All work performed by or for VarTec shall conform to generally accepted industry guidelines and standards.
- 6.10 **Alarm and Monitoring.** BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's equipment and facilities. VarTec shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service VarTec's Collocation Space. Upon request, BellSouth will provide VarTec with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by VarTec. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.11 **Virtual to Physical Collocation Relocation.** In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, VarTec may relocate its virtual collocation arrangements to caged physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Attachments. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by VarTec, such information will be provided to VarTec in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to VarTec within 180 calendar days of BellSouth's written denial of VarTec's request for physical collocation, (ii) BellSouth

had knowledge that the space was going to become available, and (iii) VarTec was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then VarTec may transition its virtual collocation arrangement to a caged physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. VarTec must arrange with a Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 6.12 **Cancellation.** If, at anytime prior to space acceptance, VarTec cancels its order for the Collocation Space(s), BellSouth will bill the applicable non recurring rate for any and all work processes for which work has begun.
- 6.13 **Licenses.** VarTec, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 6.14 **Environmental Compliance.** The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7. Rates and Charges

- 7.1 BellSouth shall assess a Planning Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Planning Fee will be due as dictated by VarTec's current billing cycle and is non-refundable.
- 7.2 **Cross Connect Rates** – Cross connect rates shall be as set forth in Exhibit D, attached hereto, and shall be dependent on the configuration of the collocation arrangement and the location of the associated demarcation point. If the demarcation point was established at a BellSouth provided POT bay, the POT Bay cross connect rates in addition to the VarTec -provided POT Bay Rates as set forth in Exhibit D shall apply. If the demarcation point was established at a common block on a BellSouth conventional distribution frame, intermediary frame or other termination frame, then the Frame cross connect rates as set forth in Exhibit D shall apply for all terminations demarcating at the respective frame locations. For all arrangements for which the demarcation point was established at a VarTec-provided POT bay, the POT bay – VarTec rates for cross connects set forth in Exhibit D shall apply for all terminations demarcating at the VarTec-provided POT Bay.
- 7.8 **Power.** BellSouth shall make available –48 Volt (-48V) DC power for VarTec's Collocation Space.
- 7.8.1 Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to

VarTec's equipment or space enclosure. VarTec shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within VarTec's arrangement and terminations of cable within the collocation space.

7.8.2 Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and VarTec's arrangement area.

7.9 Other. If no rate is identified in this Attachment, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

8. Insurance

8.1 VarTec shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 VarTec shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of VarTec's real and personal property situated on or within BellSouth's Central Office location(s).

8.2.4 VarTec 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.

8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to VarTec to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by VarTec 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 Attachment or until all VarTec's property has been removed from BellSouth's Premises, whichever period is longer. If VarTec fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from VarTec.

- 8.5 VarTec shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. VarTec shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from VarTec's insurance company. VarTec shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 8.6 VarTec 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.
- 8.7 Self-Insurance. If VarTec's net worth exceeds five hundred million dollars (\$500,000,000), VarTec may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. VarTec 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 VarTec in the event that self-insurance status is not granted to VarTec. If BellSouth approves VarTec for self-insurance, VarTec shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of VarTec's corporate officers. The ability to self-insure shall continue so long as the VarTec meets all of the requirements of this Section. If the VarTec subsequently no longer satisfies this Section, VarTec is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to VarTec to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or VarTec), 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.

10. Inspections

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

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. VarTec shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the VarTec name. BellSouth reserves the right to remove from its premises any employee of VarTec not possessing identification issued by VarTec or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. VarTec shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. VarTec shall be solely responsible for ensuring that any Guest of VarTec is in compliance with all subsections of this Section 11.

11.1.1 VarTec will be required, at its own expense, to conduct a statewide investigation of criminal history records for each VarTec employee being considered for work on the BellSouth Premises, for the states/counties where the VarTec employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. VarTec shall not be required to perform this investigation if an affiliated company of VarTec has

performed an investigation of the VarTec employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if VarTec has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the VarTec employee seeking access, for the states/counties where the VarTec employee has worked and lived for the past five years.

- 11.1.2 VarTec will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 VarTec shall not assign to BellSouth Premises any personnel with records of felony criminal convictions. VarTec 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 VarTec personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that VarTec chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, VarTec may, in the alternative, certify to BellSouth that it shall not assign to BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 VarTec shall not knowingly assign to 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.
- 11.1.5 VarTec shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each VarTec employee requiring access to BellSouth Premises pursuant to this Attachment, VarTec shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, VarTec will disclose the nature of the convictions to BellSouth at that time. In the alternative, VarTec may certify to BellSouth that it shall not assign to BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.7 At BellSouth's request, VarTec shall promptly remove from BellSouth's Premises any employee of VarTec BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of VarTec is found interfering with the

property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 11.2 **Notification to BellSouth.** BellSouth reserves the right to interview VarTec's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to VarTec's Security contact of such interview. VarTec and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving VarTec's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill VarTec for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that VarTec's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill VarTec for BellSouth property which is stolen or damaged where an investigation determines the culpability of VarTec's employees, agents, or contractors and where VarTec agrees, in good faith, with the results of such investigation. VarTec shall notify BellSouth in writing immediately in the event that VarTec discovers one of its employees 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 Premises, any employee found to have violated the security and safety requirements of this section. VarTec shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 11.3 **Use of Supplies.** Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 **Use of Official Lines.** Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 **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.
12. **Destruction of Collocation Space**
- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for VarTec's permitted use hereunder, then either Party may elect within ten (10) business 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 VarTec'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 VarTec, except for improvements not 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. VarTec may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a Certified Vendor. If VarTec's acceleration of the project increases the cost of the project, then those additional charges will be incurred by VarTec. Where allowed and where practical, VarTec may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, VarTec shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for VarTec's permitted use, until such Collocation Space is fully repaired and restored and VarTec's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored).

13. Eminent Domain

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

14. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 **Compliance with Applicable Law.** BellSouth and VarTec agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 **Notice.** BellSouth and VarTec shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. VarTec should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for VarTec 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 contractors of BellSouth for environmental protection. VarTec will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by VarTec when operating in BellSouth Premises.
- 1.4 **Environmental and Safety Inspections.** BellSouth reserves the right to inspect the VarTec space with proper notification. BellSouth reserves the right to stop any VarTec work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 **Hazardous Materials Brought On Site.** Any hazardous materials brought into, used, stored or abandoned at BellSouth Premises by VarTec are owned by VarTec. VarTec 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 VarTec or different hazardous materials used by VarTec at BellSouth Facility. VarTec must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

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

2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, VarTec 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. VarTec further agrees to cooperate with BellSouth to ensure that VarTec's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by VarTec, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal	<ul style="list-style-type: none"> • P&SM Manager -

	<p>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</p> <ul style="list-style-type: none"> • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility 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

E/S – Environmental/Safety

Version 2Q01: 06/15/01

Evet - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

BELLSOUTH / Va/Tec RATES
Collocation
Florida

CATEGORY	NOTE	RATE ELEMENT	Interim Influencer	Zone	BC3	USOC	RATES					OBS RATES							
							Nonrecurring			Recurring		See Order Submitted Fee per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Standard See Order vs. Electrified-3rd	Incremental Charge - Standard See Order vs. Electrified-Add'l	Incremental Charge - Standard See Order vs. Electrified-3rd 1st	Incremental Charge - Standard See Order vs. Electrified-3rd Add'l		
							Fee	First	Add'l	First	Add'l							SOM3C	SOM3H
		Adjacent Collocation - 4-Wire Cross-Connects			UEAUHLUDL UCL,CLO	PE1P4	\$0.148	\$34.54	\$32.53										
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	\$1.29	\$4.15	\$40.94										
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$17.48	\$53.28	\$39.95										
		Adjacent Collocation - 2-Fiber Cross-Connects			CLO	PE1F2	\$2.96	\$53.28	\$39.95										
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.86	\$66.08	\$52.47										
		Adjacent Collocation - Application Fee			CLO	PE1AB		\$2,677.00											
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.92												
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.85												
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.86												
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$38.98												
PHYSICAL COLLOCATION IN THE REMOTE SITE																			
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$874.14	\$874.14										
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	\$232.50												
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD	\$26.20		\$26.20										
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR	\$231.45		\$231.45										
		Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested *			CLO	PE1RE	\$75.13		\$75.13										
* Interim rates which are subject to TRS-12.																			
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																			

BELLSOUTH / VarTec RATES
Collocation
Georgia

CATEGORY	NOTE	RATE ELEMENT	Inter-connector	B	RATES						OBS RATES										
					Renewing		Discontinuing		One Order Submitted One per LBN	One Order Submitted Monthly per LBN	Incremental Charge - Month One Order vs. Electronic-Int	Incremental Charge - Month One Order vs. Electronic-Int	Incremental Charge - Month One Order vs. Electronic-Int	Incremental Charge - Month One Order vs. Electronic-Int							
					Flat	Adj1	Flat	Adj1							SCM2C	SCM2M	SCM2H	SCM2S	SCM2L	SCM2X	
PHYSICAL COLLOCATION																					
		Physical Collocation - Application Fee - Initial																			
		Physical Collocation - Application Fee - Subsequent																			
		Physical Collocation - Space Preparation Fee Per Square Ft.			CLO	PE1B8															
		Physical Collocation - Cable Installation			CLO	PE1B0															
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1P7	\$4.47														
		Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1P8	\$4.47														
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$19.25														
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	\$5.00														
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	\$5.52														
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	\$11.05														
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	\$18.58														
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	\$38.27														
					UEANL,UEA,U DN,UOC,UAL,U HL,UCL,UEQ	PE1P2	\$0.030	\$33.78													
		Physical Collocation - 2-Wire Cross-Connects			CLO	PE1P4	\$0.091	\$33.77													
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P1	\$1.13	\$53.05													
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P3	\$14.43	\$52.14													
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1P2	\$2.88	\$52.14													
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.08	\$64.74													
		Physical Collocation - Welded Wire Cage - Flat 100 Sq. Ft.			CLO	PE1BW	\$187.36														
		Physical Collocation - Welded Wire Cage - Addl 90 Sq. Ft.			CLO	PE1CW	\$18.38														
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	\$40.00														
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.058	\$55.51													
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA	\$15.58														
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR	\$45.50														
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK	\$26.16														
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL	\$26.16														
		Physical Collocation - Service Availability Report per certificate			CLO	PE1SR	\$2,148.00														
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	\$0.50														
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$1.20														
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$1.20														
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$8.00														
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$36.79														
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$52.31														
		Collocation Cable Records - per request *			CLO	PE1CR	\$1,708.00														
		Collocation Cable Records - VGD50 Cable, per cable record *			CLO	PRICD	\$822.36														
		Collocation Cable Records - VGD50 Cable, per each 100 feet *			CLO	PE1CO	\$18.00														
		Collocation Cable Records - DS1, per 117E *			CLO	PE1C1	\$8.43														
		Collocation Cable Records - DS3, per 137E *			CLO	PE1C3	\$29.49														
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB	\$278.81														
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT	\$33.61														
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT	\$44.03														

BELLSOUTH / Var/Tec RATES
Collocation
Georgia

CATEGORY	NOTE	NOTE ELEMENT	Interim Subcategory	Zone	BCD	USDC	RATES				OSS RATES							
							Non-recurring		Recurring		One Order Submitted Once per LBR	One Order Submitted Monthly per LBR	Incremental Charge - Shared One Order vs. Standalone-Add'l	Incremental Charge - Shared One Order vs. Standalone-Add'l	Incremental Charge - Shared One Order vs. Standalone-Add'l	Incremental Charge - Shared One Order vs. Standalone-Add'l		
							First	Adm	First	Adm							OSSEC	OSMTH
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$64.26	\$33.92									
ADJACENT COLLOCATION		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1A	\$0.119											
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$6.76											
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.03	\$33.76	\$31.66									
		Adjacent Collocation - 4-Wire Cross-Connects			UEAUMLUOL	PE1P4	\$0.091	\$33.77	\$31.60									
		Adjacent Collocation - DB1 Cross-Connects			UCLCLO	PE1P1	\$1.19	\$63.05	\$39.89									
		Adjacent Collocation - DB3 Cross-Connects			CLO	PE1P3	\$14.43	\$52.14	\$36.71									
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.86	\$52.14	\$36.72									
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.06	\$64.74	\$51.31									
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$3,150.00										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.92											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.05											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.56											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$36.27											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Allocation Fee *			CLO	PE1RA	\$931.61	\$931.61										
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	\$224.62											
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD	\$25.86	\$25.86										
		Physical Collocation in the Remote Site - Space Availability Request per Premise Requested *			CLO	PE1SR	\$229.02	\$229.02										
		Physical Collocation in the Remote Site - Remote Site GLU Code Request, per GLU Code Requested *			CLO	PE1RE	\$74.22	\$74.22										
		* Interim rates which are subject to true-up.																
		NOTE: If Security Escort and/or Adm Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

BELLSOUTH / Va/Tec RATES
Collocation
Kentucky

Attachment 4
Exhibit A
Rates - Page 7

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	SCS	USOC	RATES					OBS RATES							
							Nonreciprocal			Reciprocal		See Order Submitted (See per LSP)	See Order Submitted Monthly per LSP	Incremental Charge - Standard See Order vs. Electronics-Int	Incremental Charge - Mixed See Order vs. Electronics-Adv?	Incremental Charge - Mixed See Order vs. Electronics-Std Int	Incremental Charge - Mixed See Order vs. Electronics-Adv		
							Flat	Flat	Adv?	Flat	Adv?							SCM2C	SCM2M
PHYSICAL COLLOCATION		Physical Collocation - Application Fee - Initial			CLO	PE1BA	\$3,761.00		\$3,761.00										
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA	\$3,135.00		\$3,135.00										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	\$1,202.00		\$1,202.00										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	\$2.98												
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Coalesce			CLO	PE1SL	\$3.30												
		Physical Collocation - Space Preparation - Common Systems Modification per Case			CLO	PE1SM	\$112.11												
		Physical Collocation - Cable Installation			CLO	PE1BD	\$1,785.00		\$1,785.00										
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$8.20												
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$23.14												
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	\$4.77												
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	\$5.58												
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	\$11.16												
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	\$16.74												
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	\$36.65												
					UEANL,UEA,U DN,UOC,UAL,U HL,UCL,UJ,EQ														
		Physical Collocation - 8-Wire Cross-Connect			CLO	PE1P2	\$0.037	\$33.67		\$31.78									
		Physical Collocation - 4-Wire Cross-Connect			CLO	PE1P4	\$0.075	\$33.66		\$31.70									
		Physical Collocation - DS1 Cross-Connect			CLO	PE1P1	\$1.51	\$29.97		\$28.90									
		Physical Collocation - DS3 Cross-Connect			CLO	PE1P3	\$19.15	\$52.04		\$36.95									
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1P2	\$3.60	\$52.04		\$39.63									
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$4.75	\$64.59		\$61.16									
		Physical Collocation - Welded Wire Case - First 100 Sq. Ft.			CLO	PE1BW	\$169.95												
		Physical Collocation - Welded Wire Case - Adv'd 90 Sq. Ft.			CLO	PE1CW	\$18.62												
		Physical Collocation - Security Access System - Security System per Cardless Office			CLO	PE1AX	\$78.11												
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.059	\$95.59		\$95.55									
		Physical Collocation - Security Access System - Administrative Changes, Admin Access Card, per Card			CLO	PE1AA	\$15.59		\$15.58										
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR	\$45.98		\$45.95										
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK	\$26.20		\$26.20										
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL	\$26.20		\$26.20										
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR	\$2,151.00		\$2,151.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	\$0.08												
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.16												
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$0.58												
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$4.51												
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$38.79												
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$62.31												
		Collocation Cable Records - per request *			CLO	PE1CR	\$1,709.00		\$1,166.00										
		Collocation Cable Records - VG/DSO Cable, per cable record *			CLO	PR1CO	\$923.63		\$923.63										
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1CQ	\$18.03		\$18.03										
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1CT	\$8.44		\$8.44										
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1CS	\$29.54		\$29.54										
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB	\$279.05		\$279.05										

BELLSOUTH / VarTec RATES
Collocation
Kentucky

CATEGORY	NOTE	RATE ELEMENT	Market Indicator	Zone	SCS	UOC	RATES					OSS RATES						
							Non-Reserved			Reserved		See Order Submitted On per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Shared See Order vs. (BellSouth-Vet)	Incremental Charge - Manual See Order vs. (BellSouth-Addl)	Incremental Charge - Manual See Order vs. (BellSouth-Dis-Adl)	Incremental Charge - Manual See Order vs. (BellSouth-Dis-Adl)	
							Fee	First	AMT	First	AMT							
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT	\$33.66		\$21.46									
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1QT	\$44.10		\$27.72									
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT	\$54.35		\$33.97									
ADJACENT COLLOCATION																		
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.016											
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$5.01											
		Adjacent Collocation - 3-Wire Cross-Connects			CLO	PE1P2	\$0.057	\$33.67	\$31.76									
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH,L,UDL, UCL,CLO	PE1P4	\$0.075	\$33.66	\$31.70									
		Adjacent Collocation - DB1 Cross-Connects			USL,CLO	PE1P1	\$1.51	\$52.97	\$38.8									
		Adjacent Collocation - DB3 Cross-Connects			CLO	PE1P3	\$19.15	\$52.04	\$38.62									
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.9	\$52.04	\$38.63									
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$6.75	\$54.59	\$51.18									
		Adjacent Collocation - Application Fee			CLO	PE1J9		\$3,155.00										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.58											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.16											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.74											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$36.65											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$666.91	\$666.91									
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	\$224.41											
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD	\$26.60		\$26.60									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1RR	\$231.62		\$231.62									
		Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested *			CLO	PE1RE	\$75.13		\$75.13									

* Interim rates which are subject to true-up.
NOTE: If Security Escort and/or Addl Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.

BELLSOUTH / VeriSec RATES
Collocation
Louisiana

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	OCB	UROC	RATES		OSS RATES										
							Networks		Networks		See Order Submitted (See per LSN)	See Order Submitted Monthly per LSN	Incremental Charge - Manual See Order vs. Electronic Add'l	Incremental Charge - Manual See Order vs. Electronic Add'l	Incremental Charge - Manual See Order vs. Electronic Add'l	Incremental Charge - Manual See Order vs. Electronic Add'l			
							First	Add'l	First	Add'l									
PHYSICAL COLLOCATION																			
		Physical Collocation - Application Fee - Initial				CLO	PE1BA	\$3,798.00	\$3,798.00										
		Physical Collocation - Application Fee - Subsequent				CLO	PE1CA	\$3,131.00	\$3,131.00										
		Physical Collocation - Space Preparation - Firm Order Processing					CLO	PE1SJ	\$1,200.00	\$1,200.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.					CLO	PE1SK	\$2.00										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cabinets					CLO	PE1SL	\$3.15										
		Physical Collocation - Space Preparation - Common Systems Modification per Case					CLO	PE1SM	\$108.87										
		Physical Collocation - Cable Installation					CLO	PE1BQ	\$1,753.00	\$1,753.00									
		Physical Collocation - Floor Space per Sq. Ft.					CLO	PE1PJ	\$6.94										
		Physical Collocation - Cable Support Structure					CLO	PE1PM	\$21.16										
		Physical Collocation - Power per Padded Arm					CLO	PE1PL	\$9.20										
		Physical Collocation - 120V, Single Phase Standby Power Rate					CLO	PE1PB	\$6.06										
		Physical Collocation - 240V, Single Phase Standby Power Rate					CLO	PE1PD	\$11.34										
		Physical Collocation - 120V, Three Phase Standby Power Rate					CLO	PE1PE	\$17.00										
		Physical Collocation - 277V, Three Phase Standby Power Rate					CLO	PE1PR	\$36.88										
						UEANL,UEAU ON,UDC,UALU HL,UCL,UEQ	PE1P2	\$0.096	\$33.61										
		Physical Collocation - 8-Wire Cross-Connects					CLO	PE1P4	\$0.073	\$33.53									
		Physical Collocation - 4-Wire Cross-Connects					CLO	PE1P1	\$1.20	\$52.60									
		Physical Collocation - DS1 Cross-Connects					CLO	PE1P3	\$15.29	\$51.86									
		Physical Collocation - DS3 Cross-Connects					CLO	PE1FR	\$3.03	\$51.86									
		Physical Collocation - 2-Fiber Cross-Connect					CLO	PE1F4	\$5.36	\$64.36									
		Physical Collocation - 4-Fiber Cross-Connect								\$20.96									
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.					CLO	PE1BW	\$207.06										
		Physical Collocation - Welded Wire Cage - Add'l 99 Sq. Ft.					CLO	PE1CW	\$20.31										
		Physical Collocation - Security Access System - Security System per Central Office					CLO	PE1AX	\$60.80										
		Physical Collocation - Security Access System - New Access Card Activation, per Card					CLO	PE1A1	\$0.09	\$55.51									
		Physical Collocation - Security Access System - Administrative Changes, Initial Access Card, per Card					CLO	PE1AA	\$15.57	\$15.57									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card					CLO	PE1AR	\$45.51	\$45.51									
		Physical Collocation - Security Access - Initial Key, per Key					CLO	PE1AK	\$26.16	\$26.16									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key					CLO	PE1AL	\$26.16	\$26.16									
		Physical Collocation - Space Availability Report per premises					CLO	PE1RR	\$2,148.00	\$2,148.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect				UEANL,CLO	PE1PE	\$0.0776											
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect					CLO	PE1PF	\$0.1552										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect					CLO	PE1PG	\$0.6406										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect					CLO	PE1PH	\$4.76										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect					CLO	PE1B2	\$47.44										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect					CLO	PE1B4	\$63.97										
		Collocation Cable Records - per request*					CLO	PE1CR		\$1,706.00									
		Collocation Cable Records - VQ/D80 Cable, per cable record					CLO	PR1CD	\$922.51	\$922.51									
		Collocation Cable Records - VQ/D50 Cable, per each 100 sq. ft.					CLO	PE1CO	\$18.00	\$18.00									
		Collocation Cable Records - DS1, per T1/E					CLO	PE1C1	\$8.43	\$8.43									
		Collocation Cable Records - DS3, per T3/E					CLO	PE1C3	\$29.49	\$29.49									
		Collocation Cable Records - Fiber Cable, per cable record*					CLO	PE1CB	\$278.65	\$278.65									

BELLSOUTH / VarTec RATES
Collocation
Louisiana

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	ECS	USDC	RATES					OSS RATES						
							Nonreserving		Reserving			One Order Submitted One per LSR	One Order Submitted Monthly per LSR	Incremental Charge - Shared One Order vs. Standalone-Net	Incremental Charge - Shared One Order vs. Standalone-Add'l	Incremental Charge - Shared One Order vs. Standalone-Share Tot	Incremental Charge - Shared One Order vs. Standalone-Share Add'l	
							Per	Per	Per	Per	Per							Per
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$33.97		\$21.53								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		\$44.25		\$27.81								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$54.53		\$34.05								
ADJACENT COLLOCATION																		
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.062											
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$6.41											
		Adjacent Collocation - 8-Wire Cross-Connects			CLO	PE1P2	\$0.036	\$33.61		\$31.76								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA/UH/UOL	PE1P4	\$0.073	\$33.53		\$31.96								
		Adjacent Collocation - DB1 Cross-Connects			UCL/CLO	PE1P1	\$1.2	\$52.80		\$36.76								
		Adjacent Collocation - DB3 Cross-Connects			CLO	PE1P3	\$15.26	\$51.86		\$36.49								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.03	\$51.86		\$36.49								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.36	\$54.36		\$50.99								
		Adjacent Collocation - Activation Fee			CLO	PE1AB		\$3,151.00										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.66											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.34											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$17.00											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$39.25											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Activation Fee *			CLO	PE1RA		\$668.25		\$668.25								
		Cabinet Space in the Remote Site per Shelf Rack *			CLO	PE1RB	\$257.01											
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD	\$26.16		\$26.16									
		Physical Collocation in the Remote Site - Space Availability Report per Priority Requested *			CLO	PE1SR	\$251.49		\$251.49									
		Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested *			CLO	PE1RE	\$75.02		\$75.02									

* Interim rates which are subject to true-up.
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.

BELLSOUTH / VarTec RATES
Collocation
Mississippi

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCE	USDC	RATES					OBS RATES						
							Nonstop			Hourly		Per Order Submitted Rate per LBR	Per Order Submitted Monthly per LBR	Incremental Charge - Shared Per Order vs. Electronic-Id	Incremental Charge - Shared Per Order vs. Electronic-Add'l	Incremental Charge - Shared Per Order vs. Electronic-Id	Incremental Charge - Shared Per Order vs. Electronic-Add'l	
							Rate	First	Adtl	First	Adtl							SOBSR
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$33.80		\$21.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1QT		\$44.03		\$27.67								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$54.26		\$33.92								
ADJACENT COLLOCATION																		
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA		\$0.080										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC		\$6.25										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2		\$0.036	\$33.85	\$31.77								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,LDL,UCL,CLO	PE1P4		\$0.076	\$33.46	\$31.32								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1		\$1.3	\$2.73	\$26.7								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3		\$16.56	\$1.78	\$26.43								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2		\$3.28	\$1.78	\$26.43								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4		\$5.63	\$4.27	\$50.91								
		Adjacent Collocation - Application Fee			CLO	PE1JB			\$2,659.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB		\$5.61										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD		\$11.22										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE		\$16.84										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG		\$36.69										
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$998.00		\$998.00								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB		\$241.11										
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		\$26.16		\$26.16								
		Physical Collocation in the Remote Site - Space Availability Request per Premises Requested *			CLO	PE1RF		\$231.43		\$231.43								
		Physical Collocation in the Remote Site - Remote Site OLI Code Requested, per OLI Code Requested *			CLO	PE1RE		\$75.01		\$75.01								
* Interim rates which are subject to true-up.																		
NOTE: If Security Escort and/or Adtl Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		

BELLSOUTH / Va/Tec RATES
Collocation
North Carolina

CATEGORY	NOTE	RATE ELEMENT	Units	Units	SCS	USOC	RATES				OSS RATES						
							Residential			Nonresidential		See Order Submitted (See per LSR)	See Order Submitted Monthly per LSR	Incremental Charge - Month See Order vs. Retrospect-Adj	Incremental Charge - Month See Order vs. Retrospect-Adj	Incremental Charge - Month See Order vs. Retrospect-Adj	Incremental Charge - Month See Order vs. Retrospect-Adj
							Res	Per	AMT	Per	AMT						
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial				CLO	PE1BA										
		Physical Collocation - Application Fee - Subsequent				CLO	PE1CA	\$3,850.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.				CLO	PE1SK	\$1.57									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Common				CLO	PE1SL	\$3.28									
		Physical Collocation - Space Preparation - Common Systems Modification per Case				CLO	PE1SM	\$110.79									
		Space Preparation Fees - Power Per Nominal -48V Dc Amp				CLO	PE1PH	\$5.70									
		Physical Collocation - Cable Installation				CLO	PE1BD	\$2,305.00									
		Physical Collocation - Floor Space per Sq. Ft.				CLO	PE1PJ	\$3.45									
		Physical Collocation - Cable Support Structures				CLO	PE1PM	\$21.33									
		Physical Collocation - Power per Fused Amp				CLO	PE1PL	\$5.65									
		Physical Collocation - 120V, Single Phase Standby Power Rate				CLO	PE1FB	\$2.50									
		Physical Collocation - 240V, Single Phase Standby Power Rate				CLO	PE1FD	\$11.01									
		Physical Collocation - 120V, Three Phase Standby Power Rate				CLO	PE1FE	\$18.51									
		Physical Collocation - 277V, Three Phase Standby Power Rate				CLO	PE1FG	\$38.12									
		Physical Collocation - 2-Wire Cross-Connects				UEAN,UEA,U DN,UDC,UAL,U HL,UCL,UEQ	PE1P2	\$0.32	\$41.78								
		Physical Collocation - 4-Wire Cross-Connects				CLO	PE1P4	\$0.64	\$41.91								
		Physical Collocation - DS1 Cross-Connects				CLO	PE1P1	\$2.34	\$71.02								
		Physical Collocation - DS3 Cross-Connects				CLO	PE1P3	\$42.84	\$88.84								
		Physical Collocation - 2-Fiber Cross-Connect				CLO	PE1F2	\$2.94	\$51.97								
		Physical Collocation - 4-Fiber Cross-Connect				CLO	PE1F4	\$5.62	\$54.53								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.				CLO	PE1BW	\$102.78									
		Physical Collocation - Welded Wire Cage - Addtl 80 Sq. Ft.				CLO	PE1CW	\$10.44									
		Physical Collocation - Security Access System - Security System per Central Office				CLO	PE1AX	\$41.03									
		Physical Collocation - Security Access System - New Access Card Activation, per Card				CLO	PE1A1	\$0.062	\$55.30								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card				CLO	PE1AA	\$15.51	\$15.51								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				CLO	PE1AR	\$45.34	\$45.34								
		Physical Collocation - Security Access - Initial Key, per Key				CLO	PE1AK	\$26.18	\$26.18								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL	\$26.18	\$26.18								
		Physical Collocation - Space Availability Request per premises				CLO	PE1SR	\$2,140.00	\$2,140.00								
		POT Bay Arrangements prior to 8/1/99 - 2-Wire Cross-Connect, per cross-connect				UEAN,CLO	PE1PE	\$0.10									
		POT Bay Arrangements prior to 8/1/99 - 4-Wire Cross-Connect, per cross-connect				CLO	PE1PF	\$0.19									
		POT Bay Arrangements prior to 8/1/99 - DS1 Cross-Connect, per cross-connect				CLO	PE1PG	\$0.79									
		POT Bay Arrangements prior to 8/1/99 - DS3 Cross-Connect, per cross-connect				CLO	PE1PH	\$4.85									
		POT Bay Arrangements prior to 8/1/99 - 2-Fiber Cross-Connect, per cross-connect				CLO	PE1B2	\$45.30									
		POT Bay Arrangements prior to 8/1/99 - 4-Fiber Cross-Connect, per cross-connect				CLO	PE1B4	\$91.08									
		Collocation Cable Records - per request *				CLO	PE1CR	\$1,707.00	\$1,166.00								
		Collocation Cable Records - VG/D50 Cable, per cable record *				CLO	PR1CO	\$923.06	\$923.06								
		Collocation Cable Records - VG/D50 Cable, per each 100 feet *				CLO	PE1CO	\$18.02	\$18.02								
		Collocation Cable Records - DS1, per TITLE *				CLO	PE1C1	\$8.43	\$8.43								
		Collocation Cable Records - DS3, per TITLE *				CLO	PE1C3	\$29.51	\$29.51								
		Collocation Cable Records - Fiber Cable, per cable record *				CLO	PE1CB	\$278.82	\$278.82								

BELLSOUTH / VerTec RATES
Collocation
North Carolina

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	SCS	UROC	RATES					OBS RATES						
							Remote/Site			Interworking		See Order Submitted Rate per LMR	See Order Submitted Monthly per LMR	Incremental Charge - Shared See Order vs. Standalone-Int	Incremental Charge - Shared See Order vs. Standalone-Add'l	Incremental Charge - Shared See Order vs. Standalone-Std Int	Incremental Charge - Shared See Order vs. Standalone-Std Add'l	
							Rate	Prvt	Advt	Prvt	Advt							SCM5C
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT	\$42.92		\$26.56									
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1QT	\$54.51		\$32.44									
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT	\$95.10		\$39.32									
ADJACENT COLLOCATION																		
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.179											
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$5.95											
		Adjacent Collocation - 3 Wire Cross-Connects			CLO	PE1P2	\$0.32	\$41.75	\$38.25									
		Adjacent Collocation - 4 Wire Cross-Connects			UEA/UHL/UOL	PE1P4	\$0.64	\$41.81	\$38.25									
		Adjacent Collocation - DS1 Cross-Connects			UCL/CLO	PE1P1	\$2.34	\$71.82	\$51.08									
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$42.84	\$99.84	\$49.43									
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1P2	\$2.94	\$51.97	\$38.29									
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.82	\$54.53	\$51.15									
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$3,153.00										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.5											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.01											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.51											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$36.12											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$965.34	\$965.34									
		Cabinet Space in the Remote Site per Bay/Rack *			CLO	PE1RB	\$254.02											
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD	\$26.05		\$26.05									
		Physical Collocation in the Remote Site - Space Availability Request per Premises Resubmitted *			CLO	PE1SR	\$220.50		\$220.50									
		Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested *			CLO	PE1RE	\$74.74		\$74.74									
* Interim rates which are subject to TDW-140.																		
NOTE: If Security Escort and/or Advt Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		

BELLSOUTH / Var/Tec RATES
Collocation
South Carolina

CATEGORY	NOTE	RATE ELEMENT	Market Indicator	Zone	SCS	USOC	RATES					OSB RATES					
							Newwork		Renewal		Per Order Submitted Rate per LSR	Per Order Submitted Monthly per LSR	Incremental Charge - Mixed Per Order vs. Electronic-Int	Incremental Charge - Mixed Per Order vs. Electronic-Adv	Incremental Charge - Mixed Per Order vs. Electronic-Adv Int	Incremental Charge - Mixed Per Order vs. Electronic-Adv Adv	
							Per	AMT	Per	AMT							SOBSC
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA											
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA											
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1BJ											
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1BK		\$2.75									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cabinets			CLO	PE1BL		\$3.24									
		Physical Collocation - Space Preparation - Common Systems Modification per Case			CLO	PE1BM		\$110.17									
		Physical Collocation - Cable Installation			CLO	PE1BD			\$1,621.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ		\$3.95									
		Physical Collocation - Cable Support Structure			CLO	PE1PM		\$21.33									
		Physical Collocation - Power per Fused Amp			CLO	PE1PL		\$9.19									
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB		\$5.97									
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD		\$11.36									
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE		\$17.09									
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG		\$39.33									
					UEAN,UEAU,ON,UDC,UAL,UH,UCL,UEQ												
		Physical Collocation - 8-Wire Cross-Connects			CLO	PE1P2		\$0.034	\$35.75								
		Physical Collocation - 6-Wire Cross-Connects			CLO	PE1P4		\$0.062	\$33.71								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1		\$1.12	\$53.05								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3		\$14.21	\$52.11								
		Physical Collocation - 8-Fiber Cross-Connect			CLO	PE1F2		\$2.62	\$52.11								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4		\$5.01	\$54.69								
		Physical Collocation - Welded Wire Cage - Flat 100 Sq. Ft.			CLO	PE1BW		\$218.19									
		Physical Collocation - Welded Wire Cage - Adv 80 Sq. Ft.			CLO	PE1CW		\$21.90									
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX		\$74.12									
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1		\$0.06	\$55.70								
		Physical Collocation - Security Access System - Administrative Changes, initial Access Card, per Card			CLO	PE1AA		\$15.62									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.69									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$29.25									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$29.25									
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR			\$2,155.00								
		POT Bay Arrangements prior to 8/1/99 - 2-Wire Cross-Connect, per cross-connect			UEAN,CLO	PE1PE		\$0.1091									
		POT Bay Arrangements prior to 8/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF		\$0.2181									
		POT Bay Arrangements prior to 8/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG		\$0.9004									
		POT Bay Arrangements prior to 8/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH		\$5.54									
		POT Bay Arrangements prior to 8/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2		\$37.36									
		POT Bay Arrangements prior to 8/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4		\$50.36									
		Collocation Cable Records - per request *			CLO	PE1CR			\$1,712.00								
		Collocation Cable Records - VGD/DS0 Cable, per cable record *			CLO	PR1CD		\$925.57									
		Collocation Cable Records - VGD/DS0 Cable, per each 100 yds. *			CLO	PE1CO		\$18.06									
		Collocation Cable Records - DS1, per TITLE *			CLO	PE1C1		\$8.45									
		Collocation Cable Records - DS3, per TITLE *			CLO	PE1C3		\$29.59									
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		\$279.57									

BELLSOUTH / VeriTec RATES
Collocation
South Carolina

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	SCS	WLOC	RATES					OBS RATES							
							Necessary			Discretion		See Order Submitted Via per LSR	See Order Submitted Monthly per LSR	Incremental Change - Month See Order vs. Standby-1st	Incremental Change - Month See Order vs. Standby-Adj1	Incremental Change - Month See Order vs. Standby-2nd	Incremental Change - Month See Order vs. Standby-3rd		
							Per	Per	Adj1	Per	Adj1							SCWEC	SCWEN
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT	\$39.92		\$21.50										
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1QT	\$44.19		\$27.77										
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT	\$54.45		\$34.04										
ADJACENT COLLOCATION																			
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.094												
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$8.40												
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.004	\$33.75	\$31.89										
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLO	PE1P4	\$0.008	\$33.71	\$31.75										
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	\$1.12	\$53.05	\$39.99										
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$14.21	\$52.11	\$38.99										
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1P2	\$2.82	\$52.11	\$38.99										
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.01	\$64.99	\$51.26										
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$3,181.00											
		Adjacent Collocation - 20V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.67												
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.36												
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$17.03												
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$39.33												
PHYSICAL COLLOCATION IN THE REMOTE SITE																			
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$971.12	\$971.12										
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RR	\$249.44												
		Physical Collocation in the Remote Site - Security Access - Key			CLO	PE1RD		\$26.25	\$26.25										
		Physical Collocation in the Remote Site - Space Availability Request per Footcub. Requested *			CLO	PE1SR		\$232.25	\$232.25										
		Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested *			CLO	PE1RE		\$75.27	\$75.27										

* Interim rates which are subject to true-up.
NOTE: If Security Escort and/or Adj1 Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.

ATTACHMENT 5
ACCESS TO NUMBERS AND NUMBER PORTABILITY

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where VarTec is utilizing its own switch, VarTec shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, VarTec will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth is providing local switching, VarTec may utilize BellSouth's telephone numbers. BellSouth will provide VarTec with on line access to telephone numbers on a first come first served basis. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.
- 1.3 VarTec acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, VarTec shall return numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

2. NUMBER PORTABILITY PERMANENT SOLUTION

- 2.1 The Parties will offer local number portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora. Interim Service Provider Number Portability (SPNP) will be available only in those end offices where no carrier has requested implementation of permanent local number portability (PNP). Once PNP is implemented in an end office pursuant to the request of a carrier, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within ninety (90) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP.
- 2.2 End User Line Charge. Where VarTec subscribes to BellSouth's local switching, BellSouth shall bill and VarTec shall pay the end user line charge associated with implementing PNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
- 2.3 To limit service outage, BellSouth and VarTec will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated

herein by reference, is accessible via the Internet at the following site:
<http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and VarTec.

- 2.4 The Parties will set Local Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.7 BellSouth and VarTec will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

3. SERVICE PROVIDER NUMBER PORTABILITY

- 3.1 Where PNP has not been implemented in an end office, the Parties shall provide SPNP. SPNP is a service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same BellSouth local calling area of his existing number. Except as otherwise expressly provided herein, SPNP is available only where the local exchange carrier is currently providing basic local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- 3.2 Methods of Providing SPNP. SPNP is available through either remote call forwarding or direct inward dialing trunks. Remote call forwarding (SPNP-RCF) is an existing switch-based service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services.
- 3.4 Rates

3.4.1 Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP IMPLEMENTATION

4.1 SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by VarTec or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates as outlined in this Attachment.

4.2 SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. SPNP-DID is available from BellSouth on a per DS0, DS1 or DS3 basis. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other

numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.3 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. VarTec may order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty pursuant to BellSouth's tariffs.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or VarTec shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. VarTec usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 The new service provider shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP-DID services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

- 4.7 End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Neither Party shall specify end-to-end transmission characteristics for SPNP calls.
- 4.8 Where SPNP-RCF is utilized for SPNP, for terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party.

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 5.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

BELLSOUTH / VarTec RATES
SERVICE PROVIDER NUMBER PORTABILITY
Alabama

CATEGORY	NOTES	RATES ELEMENT	Interim Indicator	Zone	PCS	USOC	RATES					OBS RATES					
							Month-to-Month		Nonrecurrent		Evo Order Submitted Once per Line	Evo Order Submitted Monthly per Line	Incremental Charge - Shared Evo Order vs. Electronic-Only	Incremental Charge - Shared Evo Order vs. Electronic-Only	Incremental Charge - Shared Evo Order vs. Electronic-Only	Incremental Charge - Shared Evo Order vs. Electronic-Only	
							Fee	Flat	Advt	Flat							Advt
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)																	
		RCF, per number ported (Business Line), 10 paths				TNPBL											
		RCF, per number ported (Business Line)				TNPBL	\$2.13	\$0.05		\$0.07							
		RCF, per number ported (Residence Line), 6 paths				TNPRL											
		RCF, per number ported (Residence Line)				TNPRL	\$2.13	\$0.05		\$0.07							
		RCF, add'l capacity for simultaneous call forwarding, per additional path					\$0.32										
		RCF, per service order, per location (Business)				TNPBD		\$1.44	\$1.44	\$1.44	\$1.44	\$3.50	\$19.99	\$19.99	\$19.99	\$19.99	
		RCF, per service order, per location (Residence)				TNPRD		\$1.44	\$1.44	\$1.44	\$1.44	\$3.50	\$19.99	\$19.99	\$19.99	\$19.99	
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		\$1.18		\$1.18							
		DID per number ported (Business)				TNPDR		\$1.18		\$1.18							
		DID per service order, per location (Residence)				TNPRD		\$1.44	\$1.44	\$1.44	\$1.44	\$3.50	\$19.99	\$19.99	\$19.99	\$19.99	
		DID per service order, per location (Business)				TNPBD		\$1.44	\$1.44	\$1.44	\$1.44	\$3.50	\$19.99	\$19.99	\$19.99	\$19.99	
		DID, per trunk termination, Initial				TNPT2	\$11.84	\$173.73		\$50.43		\$3.50	\$19.99	\$19.99	\$19.99	\$19.99	
		DID, per trunk termination, Subsequent				TNPT2	\$11.84	\$51.35		\$25.00		\$3.50	\$19.99	\$19.99	\$19.99	\$19.99	
<p>Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</p> <p>1) Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSC's consideration of the recovery of these costs in Docket 950737-TP. (FL)</p> <p>2) BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)</p>																	

BELLSOUTH / VarTec RATES
SERVICE PROVIDER NUMBER PORTABILITY
Georgia

CATEGORY	NOTES	RATES ELEMENT	Interim Indicator	Zone	SCS	USOC	RATES					OSS RATES							
							New Service		Discontinuation		See Order Submitted Rate per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Standard See Order vs. Wholesale-Int	Incremental Charge - Standard See Order vs. Wholesale-ADD	Incremental Charge - Standard See Order vs. Wholesale-Std Int	Incremental Charge - Standard See Order vs. Wholesale-Std ADD			
							Per	Per	Per	Per	SOSEC	SOMAN	SOWPN	SOMAN	SOWPN	SOMAN	SOWPN		
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)																			
		RCF, per number ported (Business Line)				TNPBL	\$2.03	\$0.51											
		RCF, per number ported (Residence Line)				TNPRL	\$2.03	\$0.51											
		RCF, add'l capacity for simultaneous call forwarding, per additional path					\$0.2636												
		RCF, per service order, per location (Business)				TNPBD	\$2.10	\$2.10			\$3.20		\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
		RCF, per service order, per location (Residence)				TNPRD	\$2.10	\$2.10			\$3.50		\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																			
		DID per number ported (Residence)				TNPDR	\$0.65												
		DID per number ported (Business)				TNPD9	\$0.65												
		DID per service order, per location (Residence)				TNPRD	\$2.10	\$2.10											
		DID per service order, per location (Business)				TNPBD	\$2.10	\$2.10			\$3.90		\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
		DID, per trunk termination, Initial				TNPT2	\$10.73	\$135.47			\$3.50		\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
		DID, per trunk termination, Subsequent				TNPT2	\$10.73	\$39.53			\$3.50		\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
<p>Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</p> <p>1) Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSC's consideration of the recovery of these costs in Docket 950737-TP. (FL)</p> <p>2) BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)</p>																			

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BELLSOUTH / Var/Tec RATES
 SERVICE PROVIDER NUMBER PORTABILITY
 Louisiana

CATEGORY	NOTES	RATES ELEMENT	Interim Indicator	Zone	SCS	USOC	RATES					OBS RATES																													
							Residential		Nonresiding			See Order Submitted Rate per LER	See Order Submitted Monthly per LER	Incremental Charge - Month See Order vs. Electronic-Int	Incremental Charge - Month See Order vs. Electronic-AMT	Incremental Charge - Month See Order vs. Electronic-Other Int	Incremental Charge - Month See Order vs. Electronic-Other AMT																								
							Pre	Post	Adm	Pre	Adm							SCBEC	SCBEM	SCBEM	SCBEM	SCBEM	SCBEM																		
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1),(2)																																									
		RCF, per number ported (Business Line)				TNPBL	\$2.29	\$0.49			\$0.05																														
		RCF, per number ported (Residence Line)				TNPRL	\$2.29	\$0.49			\$0.05																														
		RCF, add'l capacity for simultaneous call forwarding, per additional path					\$0.36																																		
		RCF, per service order, per location (Business)				TNPBD		\$2.02	\$2.02	\$2.01	\$2.01	\$3.50		\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99																
		RCF, per service order, per location (Residence)				TNPRD		\$2.02	\$2.02	\$2.01	\$2.01	\$3.50		\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																																									
		DID, per number ported (Residence)				TNPRR		\$0.99			\$0.99																														
		DID, per number ported (Business)				TNPRB		\$0.99			\$0.99																														
		DID, per service order, per location (Residence)				TNPRD		\$2.02	\$2.02	\$2.01	\$2.01	\$3.50		\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99																
		DID, per service order, per location (Business)				TNPBD		\$2.02	\$2.02	\$2.01	\$2.01	\$3.50		\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99																
		DID, per trunk termination, Initial				TNPT2	\$12.46	\$129.66			\$37.86	\$3.50		\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99																
		DID, per trunk termination, Subsequent				TNPT2	\$12.46	\$37.86			\$16.75	\$3.50		\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99																
Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																																									
1) Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)																																									
2) BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)																																									

BELLSOUTH / Va/Tec RATES
 SERVICE PROVIDER NUMBER PORTABILITY
 Mississippi

CATEGORY	NOTES	RATES ELEMENT	Interim Subnumber	Zone	BCF	USOC	RATES					OSS RATES					
							Nonrecursing		Nonrecursing		Per Order Submitted Fee per LHM	Per Order Submitted Monthly per LHM	Incremental Charge - Month Per Order vs. Standalone Add'l	Incremental Charge - Month Per Order vs. Standalone Add'l	Incremental Charge - Month Per Order vs. Standalone Add'l	Incremental Charge - Month Per Order vs. Standalone Add'l	
							Flat	Add'l	Flat	Add'l							
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)																	
		RCF, per number ported (Business Line)				TNPBL	\$2.34	\$ 0.0441			\$0.0844						
		RCF, per number ported (Residence Line)				TNPPL	\$2.34	\$ 0.0441			\$0.0844						
		RCF, add'l capacity for simultaneous call forwarding, per additional path					\$0.3636										
		RCF, per service order, per location (Business)				TNPRO		\$2.84	\$2.84	\$2.84	\$2.84	\$3.50	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
		RCF, per service order, per location (Residence)				TNPRO		\$2.84	\$2.84	\$2.84	\$2.84	\$3.50	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		\$1.17			\$1.17						
		DID per number ported (Business)				TNPDB		\$1.17			\$1.17						
		DID per service order, per location (Residence)				TNPRD		\$2.84	\$2.84	\$2.84	\$2.84	\$3.50	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
		DID per service order, per location (Business)				TNPRD		\$2.84	\$2.84	\$2.84	\$2.84	\$3.50	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
		DID, per trunk termination, Initial				TNPT2	\$13.76	\$171.88			\$49.86	\$3.50	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
		DID, per trunk termination, Subsequent				TNPT2	\$13.76	\$50.89			\$24.71	\$3.50	\$18.99	\$18.99	\$18.99	\$18.99	\$18.99
<p>Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as regulated by the Parties upon request by either Party.</p> <p>1) Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Dochart 950737-TP. (FL)</p> <p>2) BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)</p>																	

BELLSOUTH / VarToc RATES
SERVICE PROVIDER NUMBER PORTABILITY
North Carolina

CATEGORY	NOTES	RATES ELEMENT	Interim Indicator	Zero	PCS	UNOC	RATES					OSB RATES					
							Measurement					See Order Submitted vs. per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Annual See Order vs. Monthly-Int	Incremental Charge - Annual See Order vs. Monthly-Plan Int	Incremental Charge - Annual See Order vs. Monthly-Plan Int	Incremental Charge - Annual See Order vs. Monthly-Plan Int
							Per	Per	Adt	Per	Adt						
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)																	
		RCF, per number ported (Business Line), 10 paths				TNPBL	\$2.95										
		RCF, per number ported (Business Line)				TNPBL	\$1.86	\$0.71		\$0.50							
		RCF, per number ported (Residence Line), 5 paths				TNPRL	\$1.15										
		RCF, per number ported (Residence Line)				TNPRL	\$1.86	\$0.71		\$0.50							
		RCF, add'l capacity for simultaneous call forwarding, per additional path					\$0.32										
		RCF, per service order, per location (Business)				TNPBD		\$2.73	\$2.73		\$3.50	\$19.99	\$19.99	\$19.99	\$19.99		
		RCF, per service order, per location (Residence)				TNPRD		\$2.73	\$2.73		\$3.50	\$19.99	\$19.99	\$19.99	\$19.99		
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID, per number ported (Residence)				TNPDR	\$2.25										
		DID, per number ported (Business)				TNPDB	\$2.25										
		DID, per service order, per location (Residence)				TNPRD	\$2.73	\$2.73		\$3.50	\$19.99	\$19.99	\$19.99	\$19.99			
		DID, per service order, per location (Business)				TNPDB	\$2.73	\$2.73		\$3.50	\$19.99	\$19.99	\$19.99	\$19.99			
		DID, per trunk termination, Initial				TNPT2	\$11.43	\$21.88		\$3.50	\$19.99	\$19.99	\$19.99	\$19.99			
		DID, per trunk termination, Subsequent				TNPT2	\$11.43	\$73.98		\$3.50	\$19.99	\$19.99	\$19.99	\$19.99			
<p>Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</p> <p>1) Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSC's consideration of the recovery of these costs in Doctel 950737-TP. (FL)</p> <p>2) BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)</p>																	

BELLSOUTH / VerTec RATES
SERVICE PROVIDER NUMBER PORTABILITY
South Carolina

CATEGORY	NOTES	RATES ELEMENT	Interim Indicator	Zone	BOS	URUC	RATES					OGS RATES				
							Residential		Business		See Order Submitted (See per LSN)	See Order Submitted Monthly per LSN	Incremental Charge - Month See Order vs. NoPortability-Add'l	Incremental Charge - Month See Order vs. NoPortability-Add'l	Incremental Charge - Month See Order vs. NoPortability-Add'l	Incremental Charge - Month See Order vs. NoPortability-Add'l
							Res	First	Adm	First						
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)																
		RCF, per number ported (Business Line)				TNPBL	\$2.17	\$0.7045								
		RCF, per number ported (Residence Line)				TNPRL	\$2.17	\$0.7045								
		RCF, add'l capacity for simultaneous call forwarding, per additional path					\$0.3654									
		RCF, per service order, per location (Business)				TNPBD		\$1.37	\$1.37			\$3.50	\$19.99	\$19.99	\$19.99	\$19.99
		RCF, per service order, per location (Residence)				TNPRD		\$1.37	\$1.37			\$3.50	\$19.99	\$19.99	\$19.99	\$19.99
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																
		DID per number ported (Residence)				TNPDR		\$2.25								
		DID per number ported (Business)				TNPDB		\$2.25								
		DID per service order, per location (Residence)				TNPRD		\$1.37	\$1.37	\$44.70	\$44.70	\$3.50	\$19.99	\$19.99	\$19.99	\$19.99
		DID per service order, per location (Business)				TNPBD		\$1.37	\$1.37	\$44.70	\$44.70	\$3.50	\$19.99	\$19.99	\$19.99	\$19.99
		DID, per trunk termination, Initial				TNPT2	\$13.16	\$216.09				\$3.50	\$19.99	\$19.99	\$19.99	\$19.99
		DID, per trunk termination, Subsequent				TNPT2	\$13.16	\$73.65				\$3.50	\$19.99	\$19.99	\$19.99	\$19.99
<p>Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</p> <p>1) Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSC's consideration of the recovery of these costs in Docket 850737-TP. (FL)</p> <p>2) BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)</p>																

Attachment 6

**Pre-Ordering, Ordering and Provisioning,
Maintenance and Repair**

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PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

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

1.1 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to VarTec that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at <http://www.interconnection.bellsouth.com> and are incorporated herein by reference.

1.2 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

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

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide VarTec access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of VarTec to obtain the technical capability to access and utilize BellSouth's OSS

interfaces. Specifications for VarTec's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.

- 2.1.1 **Pre-Ordering.** In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. VarTec shall not view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. VarTec will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. BellSouth reserves the right to audit VarTec's access to customer record information. If a BellSouth audit of VarTec's access to customer record information reveals that VarTec is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to VarTec may take corrective action, including but not limited to suspending or terminating VarTec's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.2 **Service Ordering.** BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. VarTec may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.
- 2.1.3 **Maintenance and Repair.** VarTec may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth will offer VarTec non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide VarTec an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the provisions of Section 1.2.1 of this Attachment. BellSouth and VarTec agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational

Understanding may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

- 2.2 **Change Management.** BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.3 **BellSouth's Versioning Policy for Electronic Interfaces.** BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to VarTec, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.4 **Rates.** Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.
3. **MISCELLANEOUS**
- 3.1 **Pending Orders.** Orders placed in the hold or pending status by VarTec will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, VarTec shall be required to submit a new service order. Incorrect or invalid orders returned to VarTec for correction or clarification will be held for ten (10) days. If VarTec does not return a corrected order within ten (10) days, BellSouth will cancel the order.
- 3.2 **Single Point of Contact.** VarTec will be the single point of contact with BellSouth for ordering activity for network elements and other services used by VarTec to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. VarTec and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including Un-PIC. Pursuant to an order from another carrier, BellSouth may disconnect any network element being used by VarTec to provide service to that end user and may reuse such network elements or facilities to enable such other carrier to provide service to the end user. BellSouth will notify VarTec that such an order has been processed, but will not be required to notify VarTec in advance of such processing.
- 3.3 **Use of Facilities.** When a customer of VarTec elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth

shall have the right to reuse the facilities provided to CLEC by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify VarTec that such an order has been processed after the disconnect order has been completed.

- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If VarTec cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.
- 3.7 Expedite Charges. For expedited requests by VarTec, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.
- 3.8 CLEC Responsibilities. VarTec shall provide to BellSouth electronic access to customer record information, where available. If electronic access is not available, VarTec shall provide paper copies of customer record information. Such information shall be provided to BellSouth in the same intervals that BellSouth provides such information to VarTec.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 **Billing.** BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that VarTec requests. BellSouth will bill and record in accordance with this Agreement those charges VarTec incurs as a result of VarTec purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from VarTec, VarTec shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.2 **Master Account.** After receiving certification as a local exchange company from the appropriate regulatory agency, VarTec will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.
- 1.2.1 **Payment Responsibility.** Payment of all charges will be the responsibility of VarTec. VarTec shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by VarTec from VarTec's customer. BellSouth will not become involved in billing disputes that may arise between VarTec and VarTec's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.3 **Payment Due.** The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

- 1.4 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon proof of tax exempt certification from VarTec, the total amount billed to VarTec will not include those taxes or fees for which the CLEC is exempt. VarTec will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of VarTec.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. VarTec will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to VarTec. The procedures for discontinuing service to VarTec are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by VarTec of the rules and regulations contained in BellSouth's tariffs.
- 1.7.2 If payment of amounts not subject to a billing dispute, as described in Section 2.1.2., is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to VarTec that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to VarTec at the billing address to discontinue the provision of existing services to VarTec at any time thereafter.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and VarTec's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to VarTec without further notice.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, VarTec's services will be discontinued. Upon discontinuance of service on VarTec's account, service to VarTec's end users will be denied. BellSouth will reestablish service at the request of the end user or VarTec for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. VarTec is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 Deposit Policy. When purchasing services from BellSouth, VarTec will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release VarTec from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in VarTec's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event VarTec fails to remit to BellSouth any deposit requested pursuant to this Section, service to VarTec may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to VarTec's account(s).
- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders from VarTec and to disconnection of services for nonpayment of charges, shall be forwarded to the individual and/or address provided by VarTec in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by VarTec as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from VarTec to BellSouth's billing organization, a final notice of

disconnection of services purchased by VarTec under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.10 **Rates.** Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. **BILLING DISPUTES**

2.1 Billing disputes shall be handled pursuant to the terms of this section.

2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.1.2 For purposes of this Section 2, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section 3. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private

Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff, and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to VarTec by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 VarTec shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Compensation amounts, if applicable, will be billed by BellSouth to VarTec on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 VarTec must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from VarTec to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of VarTec and will coordinate all associated conversion activities.
- 3.5 BellSouth will receive messages from VarTec that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from VarTec.
- 3.7 All data received from VarTec that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 3.8 All data received from VarTec that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the

agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by VarTec and will forward them to VarTec on a daily basis.
- 3.10 Transmission of message data between BellSouth and VarTec will be via CONNECT:Direct.
- 3.11 All messages and related data exchanged between BellSouth and VarTec will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 3.12 VarTec will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for VarTec to send data to BellSouth more than sixty (60) days past the message date(s), VarTec will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and VarTec to notify all affected Parties.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or VarTec) identified and agreed to, the company responsible for creating the data (BellSouth or VarTec) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from VarTec, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify VarTec of the error condition. VarTec will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, VarTec will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 3.16 In association with message distribution service, BellSouth will provide VarTec with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 3.18 RAO Compensation
- 3.18.1 Rates for message distribution service provided by BellSouth for VarTec are as set forth in Exhibit A to this Attachment.
- 3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 3.18.3 Data circuits (private line or dial-up) will be required between BellSouth and VarTec for the purpose of data transmission. Where a dedicated line is required, VarTec will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. VarTec will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to VarTec. Additionally, all message toll charges associated with the use of the dial circuit by VarTec will be the responsibility of VarTec. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 3.18.4 All equipment, including modems and software, that is required on the VarTec end for the purpose of data transmission will be the responsibility of VarTec.
- 3.19 Intercompany Settlements Messages
- 3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by VarTec as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between VarTec and the involved company(ies), unless that company is participating in NICS.
- 3.19.2 Both traffic that originates outside the BellSouth region by VarTec and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by VarTec, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by VarTec, involves a company other than VarTec, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- 3.19.3 Once VarTec is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of VarTec. BellSouth will distribute copies of these reports to VarTec on a monthly basis.
- 3.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of VarTec. BellSouth will distribute copies of these reports to VarTec on a monthly basis.
- 3.19.6 BellSouth will collect the revenue earned by VarTec from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of VarTec. BellSouth will remit the revenue billed by VarTec to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on VarTec. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to VarTec via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.19.7 BellSouth will collect the revenue earned by VarTec within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of VarTec. BellSouth will remit the revenue billed by VarTec within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to VarTec via a monthly CABS miscellaneous bill.
- 3.19.8 BellSouth and VarTec agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from VarTec, BellSouth will provide the Optional Daily Usage File (ODUF) service to VarTec pursuant to the terms and conditions set forth in this section.
- 4.2 VarTec shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a VarTec customer.

- 4.4 Charges for delivery of the ODUF will appear on VarTecs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of VarTec will be the responsibility of VarTec. If, however, VarTec should encounter significant volumes of errored messages that prevent processing by VarTec within its systems, BellSouth will work with VarTec to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the Optional Daily Usage Feed.
- 4.7.1 **USAGE TO BE TRANSMITTED**
- 4.7.1.1 The following messages recorded by BellSouth will be transmitted to VarTec:
- Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (Network Element only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to VarTec.

4.7.1.4 In the event that VarTec detects a duplicate on ODUF they receive from BellSouth, VarTec will drop the duplicate message (VarTec will not return the duplicate to BellSouth).

4.7.2 **PHYSICAL FILE CHARACTERISTICS**

4.7.2.1 ODUF will be distributed to VarTec via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and VarTec for the purpose of data transmission. Where a dedicated line is required, VarTec will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. VarTec will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to VarTec. Additionally, all message toll charges associated with the use of the dial circuit by VarTec will be the responsibility of VarTec. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on VarTec's end for the purpose of data transmission will be the responsibility of VarTec.

4.7.3 **PACKING SPECIFICATIONS**

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to VarTec which BellSouth RAO that is sending the message. BellSouth and VarTec will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by VarTec and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 **PACK REJECTION**

4.7.4.1 VarTec will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. VarTec will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to VarTec by BellSouth.

4.7.5 **CONTROL DATA**

4.7.5.1 VarTec will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate VarTec received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by VarTec for reasons stated in the above section.

4.7.6 **TESTING**

4.7.6.1 Upon request from VarTec, BellSouth shall send test files to VarTec for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that VarTec set up a production (LIVE) file. The live test may consist of VarTec's employees making test calls for the types of services VarTec requests on ODUF. These test calls are logged by VarTec, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. **ACCESS DAILY USAGE FILE**

5.1 Upon written request from VarTec, BellSouth will provide the Access Daily Usage File (ADUF) service to VarTec pursuant to the terms and conditions set forth in this section.

5.2 VarTec shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that VarTec has purchased from BellSouth

5.4 Charges for delivery of ADUF will appear on VarTec's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

5.5 Messages that error in the billing system of VarTec will be the responsibility of VarTec. If, however, VarTec should encounter significant volumes of errored messages that prevent processing by VarTec within its systems, BellSouth will

work with VarTec to determine the source of the errors and the appropriate resolution.

5.6 USAGE TO BE TRANSMITTED

5.6.1 The following messages recorded by BellSouth will be transmitted to VarTec:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 When VarTec purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2 Originating from network element and carried by BellSouth (VarTec is BellSouth's toll customer).

5.6.2.3 Terminating on network element and carried by Interexchange Carrier:

5.6.2.3.1 BellSouth will bill network element to VarTec and send access record to VarTec.

5.6.2.4 Terminating on network element and carried by BellSouth:

5.6.2.4.1 BellSouth will bill network element to VarTec and send access record to VarTec.

5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to VarTec.

5.6.4 In the event that VarTec detects a duplicate on ADUF they receive from BellSouth, VarTec will drop the duplicate message (VarTec will not return the duplicate to BellSouth.)

5.6.5 PHYSICAL FILE CHARACTERISTICS

5.6.5.1 ADUF will be distributed to VarTec via CONNECT:Direct. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.5.2 Data circuits (private line or dial-up) will be required between BellSouth and VarTec for the purpose of data transmission. Where a dedicated line is required, VarTec will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. VarTec will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to VarTec. Additionally, all message toll charges associated with the use of the dial circuit by VarTec will be the responsibility of VarTec. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on VarTec's end for the purpose of data transmission will be the responsibility of VarTec.

5.6.6 **PACKING SPECIFICATIONS**

5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to VarTec which BellSouth RAO is sending the message. BellSouth and VarTec will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by VarTec and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 **PACK REJECTION**

5.6.7.1 VarTec will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. VarTec will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to VarTec by BellSouth.

5.6.8 **CONTROL DATA**

5.6.8.1 VarTec will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate VarTec received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by VarTec for reasons stated in the above section.

5.6.9 Testing

5.6.9.1 Upon request from VarTec, BellSouth shall send a test file of generic data to VarTec via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BELLSOUTH / Var/Tec RATES
 ODUF/ADUF/CMS
 Alabama

CATEGORY	NOTES	RATE ELEMENT	Interin	Zone	BCS	UBOC	RATES				OSS RATES						
							Res	Nonresidential		Residential		Per Order Submitted Rate per LBR	Per Order Submitted Monthly per LBR	Incremental Charge - Normal Per Order vs. Electronic-Int	Incremental Charge - Normal Per Order vs. Electronic-Adv	Incremental Charge - Normal Per Order vs. Electronic-Dis	Incremental Charge - Normal Per Order vs. Electronic-Dis
								Flat	AdvT	Flat	AdvT						
ODUF/ADUF/CMS																	
ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message				N/A	\$0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.001										
OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message				N/A	\$0.0002										
		ODUF: Message Processing, per message				N/A	\$0.0033										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$55.19										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.00004										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMS)																	
		CMS: Message Processing, per message				N/A	\$0.004										
		CMS: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party																	

BELLSOUTH / VerTec RATES
 ODUF/ADUF/CMDS
 Florida

CATEGORY	NOTES	RATE ELEMENT	Inter	Zona	SCS	MSOC	RATES				OBS RATES					
							Nonworking		Working		See Order Submitted Once per LER	See Order Submitted Monthly per LER	Incremental Charge - Based On Order vs. Success-by-Net	Incremental Charge - Based On Order vs. Success-by-Net	Incremental Charge - Based On Order vs. Success-by-Net	Incremental Charge - Based On Order vs. Success-by-Net
							Per	Per	Per	Per						
ODUF/EDOUF/ADUF/CMDS																
		ACCESS DAILY USAGE FILE (ADUF)														
		ADUF: Message Processing, per message				N/A	\$0.004									
		ADUF: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.001									
		OPTIONAL DAILY USAGE FILE (ODOU)														
		ODOU: Recording, per message				N/A	\$0.008									
		ODOU: Message Processing, per message				N/A	\$0.004									
		ODOU: Message Processing, per Magnetic Tape provisioned				N/A	\$54.95									
		ODOU: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.001									
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
		CMDS: Message Processing, per message				N/A	\$0.004									
		CMDS: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.001									
<p>Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</p>																

BELLSOUTH / VerTwo RATES
 ODUF/ADUF/CMD5
 Georgia

CATEGORY	NOTES	RATE ELEMENT	Market	Zone	BCS	USOC	RATES					OBS RATES														
							Non-peak		Peak		See Order Submitted (See per LST)	See Order Submitted Monthly per LST	Incremental Charge - Month See Order vs. (See per LST)	Incremental Charge - Month See Order vs. (See per LST)	Incremental Charge - Month See Order vs. (See per LST)	Incremental Charge - Month See Order vs. (See per LST)										
							Rate	Unit	Rate	Unit							SCMPC	SCMSP	SCMAM	SCMAY	SCMAY	SCMAY				
ODUF/ADUF/CMD5																										
ACCESS DAILY USAGE FILE (ADUF)																										
		ADUF: Message Processing, per message				N/A	\$0.0138327																			
		ADUF: Data Transmission (CONNECT/DIRECT), per message				N/A	\$0.0000434																			
OPTIONAL DAILY USAGE FILE (ODUF)																										
		ODUF: Recording, per message				N/A	\$0.0001275																			
		ODUF: Message Processing, per message				N/A	\$0.002546																			
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$28.86																			
		ODUF: Data Transmission (CONNECT/DIRECT), per message				N/A	\$0.0000434																			
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)																										
		CMD5: Message Processing, per message				N/A	\$0.004																			
		CMD5: Data Transmission (CONNECT/DIRECT), per message				N/A	\$0.001																			
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																										

BELLSOUTH / Vw/Tee RATES
 ODUF/ADUF/CMDS
 Louisiana

CATEGORY	NOTES	RATE ELEMENT	Market	Zone	PCS	USOC	RATES						OBS RATES					
							Residential		Commercial		Svc Order Submitted Rate per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Standard Svc Order vs. Standard/Def	Incremental Charge - Standard Svc Order vs. Standard/Def	Incremental Charge - Standard Svc Order vs. Standard/Def	Incremental Charge - Standard Svc Order vs. Standard/Def		
							Res	Com	Res	Com							SRMS	SRMS
ODUF/EDOUF/ADUF/CMDS																		
		ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				NA	\$0.004											
		ADUF: Data Transmission (CONNECT.DIRECT), per message				NA	\$0.001											
		OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				NA	\$0.00019											
		ODUF: Message Processing, per message				NA	\$0.0024											
		ODUF: Message Processing, per Magnetic Tape provisioned				NA	\$47.30											
		ODUF: Data Transmission (CONNECT.DIRECT), per message				NA	\$0.00009											
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				NA	\$0.004											
		CMDS: Data Transmission (CONNECT.DIRECT), per message				NA	\$0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																		

BELLSOUTH / Net/Fee RATES
 ODUF/ADUF/CMS
 Mississippi

CATEGORY	NOTES	RATE ELEMENT	Service	Zone	SCS	USOC	RATES				OBS RATES												
							Interconnecting		Noninterconnecting		See Order Submitted less per LSP	See Order Submitted Monthly per LSP	Incremental Charge - Standard See Order vs. Standard-Add'l	Incremental Charge - Standard See Order vs. Standard-Add'l	Incremental Charge - Standard See Order vs. Standard-Add'l	Incremental Charge - Standard See Order vs. Standard-Add'l							
							First	Advt	First	Advt							SCMCD	SCMCD	SCMCD	SCMCD	SCMCD	SCMCD	
ODUF/EDOUF/ADUF/CMS																							
		ACCESS DAILY USAGE FILE (ADUF)																					
		ADUF: Message Processing, per message				N/A	\$0.004																
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.001																
		OPTIONAL DAILY USAGE FILE (ODUF)																					
		ODUF: Recording, per message				N/A	\$0.0001179																
		ODUF: Message Processing, per message				N/A	\$0.0032089																
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$54.62																
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0000964																
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMS)																					
		CMS: Message Processing, per message				N/A	\$0.004																
		CMS: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.001																
<p>Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.</p>																							

BELLSOUTH / VerTec RATES
 ODUF/ADUF/CMDS
 North Carolina

Attachment 7
 Exhibit A
 Rates - Page 7

CATEGORY	NOTES	RATE ELEMENT	Market	Zone	BCS	USDC	RATES					CBS RATES											
							Nonreciprocal		Reciprocal		See Order Submitted Rate per LBT	See Order Submitted Monthly per LBT	Incremental Charge - Manual See Order vs. Electronic-See Order	Incremental Charge - Manual See Order vs. Electronic-See Order	Incremental Charge - Manual See Order vs. Electronic-See Order	Incremental Charge - Manual See Order vs. Electronic-See Order							
							Post	Advt	Post	Advt							SCMDC	SCMAN	SCMAN	SCMAN	SCMAN	SCMAN	
ODUF/ADUF/CMDS																							
		ACCESS DAILY USAGE FILE (ADUF)																					
		ADUF: Message Processing, per message				N/A	\$0.004																
		ADUF: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.001																
		OPTIONAL DAILY USAGE FILE (ODUF)																					
		ODUF: Recording, per message				N/A	\$0.0008																
		ODUF: Message Processing, per message				N/A	\$0.0032																
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$54.81																
		ODUF: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.0004																
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																					
		CMDS: Message Processing, per message				N/A	\$0.004																
		CMDS: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.001																
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																							

BELLSOUTH / Var/Tee RATES
 ODUF/ADUF/CMD6
 South Carolina

CATEGORY	NOTES	RATE ELEMENT	Inter	Zone	ICS	USOC	RATES				OBS RATES					
							Nonpeak		Peak		SOMBC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							Res	Advt	Res	Advt						
ODUF/EDOUF/ADUF/CMD6																
		ACCESS DAILY USAGE FILE (ADUF)														
		ADUF: Message Processing, per message				N/A	\$0.004									
		ADUF: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.001									
		OPTIONAL DAILY USAGE FILE (ODUF)														
		ODUF: Recording, per message				N/A	\$0.002882									
		ODUF: Message Processing, per message				N/A	\$0.002344									
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$54.72									
		ODUF: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.000367									
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD6)														
		CMD6: Message Processing, per message				N/A	\$0.004									
		CMD6: Data Transmission (CONNECT DIRECT), per message				N/A	\$0.001									
<p>Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party</p>																

BELLSOUTH / VerTec RATES
 ODUF/ADUF/CMS
 Tennessee

Attachment 7
 Exhibit A
 Rates - Page 9

CATEGORY	NOTES	RATE ELEMENT	Market	Zone	SIC	USOC	RATES					OSS RATES																					
							Nonpriority		Priority			New Order Submitted (No per LER)	New Order Submitted Monthly per LER	Incremental Charge - Shared (No Order vs. Electronic-Net)	Incremental Charge - Shared (No Order vs. Electronic-ADUF)	Incremental Charge - Shared (No Order vs. Electronic-Direct)	Incremental Charge - Shared (No Order vs. Electronic-Direct-Net)																
							Flat	AMT	Flat	AMT	SOBNO							SOBAM	SOBUN	SOBAM	SOBUN	SOBUN											
ODUF/ADUF/CMS																																	
		OPTIONAL DAILY USAGE FEE (ODUF)																															
		ODUF: Recording, per message				NA																											
		ODUF: Message Processing, per message				NA																											
		ODUF: Message Processing, per Magnetic Tape provisioned				NA																											
		ODUF: Data Transmission (CONNECT/DIRECT), per message				NA																											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																																	

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
VarTec Telecom, Inc.
BellSouth Standard Interconnection Agreement

Agreement Effective Date: 7/24/01	Agreement Expiration Date: 7/23/03
Account Manager:	Account Manager Tel No:

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
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AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
VarTec Telecom, Inc.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
	34		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Other Svs	1		
	2		
	3		
	4		
	5		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
VarTec Telecom, Inc.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
4-Physical Collocation	C.O.		
	TN		
	Rem Site		
5-Access to Numbers/Num Portability	1		
	2		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
VarTec Telecom, Inc.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	3		
	4		
	5		
	Exhibit A		
6-Pre-Ordering, Ordering/ Provisioning/Maint/Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt			
9-Perf Measurement			
10-Agrmt Implementation Template			
11-Disaster Recovery			
12-BFR/NBR Process			

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AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
VarTec Telecom, Inc.
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions	1		
	2		
	3		
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AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
VarTec Telecom, Inc.
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
	34		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
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	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
VarTec Telecom, Inc.
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
4-Physical Collocation	C.O.		
	TN		
	Rem Site		
5-Access to Numbers/Num Portability	1		
	2		

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AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
VarTec Telecom, Inc.
BellSouth Standard Interconnection Agreement

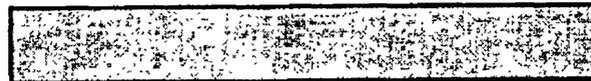
Attachment Name	Section No.	Version Date	Planned Activities
	3		
	4		
	5		
	Exhibit A		
6-Pre-Ord/Ord/Prov/Maint/ Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt			
9-Perf Measurement			
10-Agmt Implementation Template			
11-Disaster Recovery Plan			
12-BFR/NBR Process			

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Attachment 11

BellSouth Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location; but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

- CO - Central Office (BellSouth)
- DS3 - Facility that carries 28 T1s (672 circuits)
- ECC - Emergency Control Center (BellSouth)
- CLEC - Competitive Local Exchange Carrier
- NMC - Network Management Center
- SWC - Serving Wire Center (BellSouth switch)
- T1 - Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 12

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

- 1.0 The Parties agree that VarTec is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. VarTec also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.
- 2.0 Bona Fide Requests ("BFR") are to be used when VarTec makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when VarTec makes a request of BellSouth to provide a new or custom capability or function to meet VarTec's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between VarTec and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by VarTec and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a VarTec's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to VarTec's Account Executive.
- 4.0 VarTec may cancel a BFR or NBR at any time. If VarTec cancels the request more than three (3) business days after submitting it, VarTec shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If VarTec does not cancel a BFR or NBR, VarTec shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within twenty-five (25) business days of its receipt of a BFR or NBR from VarTec, BellSouth shall respond to VarTec by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible

and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.

- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within fifty (50) business days after receipt of the BFR. BellSouth may, but shall not be required to, provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, VarTec must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, VarTec may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 8.0 Unless VarTec agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

BellSouth Interconnection Services

675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Shelley Decker
(404) 927-7597
Shelley.Decker@Bellsouth.com

Sent via Certified Mail

October 29, 2001

Mr. Chris Whereil
Florida Consolidated Multimedia Services
3600 NW 43rd Street
Suite C-1
Gainesville, FL 32606

Dear Mr. Whereil:

On April 24, 2000, BellSouth Telecommunications, Inc. ("BellSouth") and Florida Consolidated Multimedia Services entered into an Interconnection Agreement ("Agreement"). The expiration date for that Agreement is April 23, 2002. BellSouth is hereby requesting that Florida Consolidated Multimedia Services commence good-faith negotiations with BellSouth to enter into a new agreement in compliance with Section 251(c)(1) of the Communications Act of 1934, as amended ("Act").

In an effort to facilitate the negotiation process, a copy of the BellSouth Standard Interconnection Agreement is provided on our website at www.interconnection.bellsouth.com. Once you have had an opportunity to review the proposed agreement, please contact me with questions. If necessary, we will begin scheduling meetings between our companies to address issues raised during your review.

As your new negotiator, representing BellSouth, I look forward to working Florida Consolidated Multimedia Services in reaching a mutually agreeable Interconnection Agreement. Should you have questions regarding this letter, or questions relative to BellSouth's Standard Interconnection Agreement, please do not hesitate to call me at 404-927-7597.

Sincerely,



Shelley Decker
Manager, Interconnection Services/Pricing

BellSouth Interconnection Services

675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Shelley Decker
(404) 927-7597
Shelley.Decker@Bellsouth.com

Sent via Certified Mail

October 29, 2001

Mr. Michael Blahnik
Fuzion Wireless Communications, Inc.
5255 North Federal Highway
Boca Raton, FL 33487

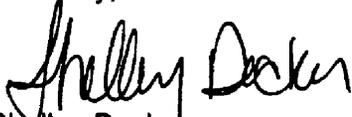
Dear Mr. Blahnik:

On April 25, 2000, BellSouth Telecommunications, Inc. ("BellSouth") and Fuzion Wireless Communications, Inc. entered into an Interconnection Agreement ("Agreement"). The expiration date for that Agreement is April 24, 2002. BellSouth is hereby requesting that Fuzion Wireless Communications, Inc. commence good-faith negotiations with BellSouth to enter into a new agreement in compliance with Section 251(c)(1) of the Communications Act of 1934, as amended ("Act").

In an effort to facilitate the negotiation process, a copy of the BellSouth Standard Interconnection Agreement is provided on our website at www.interconnection.bellsouth.com. Once you have had an opportunity to review the proposed agreement, please contact me with questions. If necessary, we will begin scheduling meetings between our companies to address issues raised during your review.

As your new negotiator, representing BellSouth, I look forward to working Fuzion Wireless Communications, Inc. in reaching a mutually agreeable Interconnection Agreement. Should you have questions regarding this letter, or questions relative to BellSouth's Standard Interconnection Agreement, please do not hesitate to call me at 404-927-7597.

Sincerely,

A handwritten signature in black ink that reads "Shelley Decker".

Shelley Decker
Manager, Interconnection Services/Pricing
