Comprehensive Exhibit List for Entry into Hearing Record				
Hearing I.D. #	**Witness**	**I.D. # As Filed**	**Exhibit Description**	**Entered**
STAFF – EXHIBITS				
1		Exhibit List	Comprehensive Exhibit List	
2	Thomas M. Armstrong Don J. Wood	Discovery	Express Phone's Responses to Staff's First Set of Interrogatories (Nos. 1-13) *[Bates Nos. 00001-00015]*	**stipulated**
3	David J. Egan William E. Greenlaw	Discovery	AT&T Florida's Responses to Staff's First Set of Interrogatories (Nos. 1-12) *[Bates Nos. 00016-00041]*	**stipulated**
EXPRESS PHONE SERVICE (EXPRESS PHONE) - DIRECT				
4	Thomas M. Armstrong	TMA-1 revised	Qualifications	
5	Thomas M. Armstrong	TMA-2	Excerpt from Express Phone/ AT&T Interconnection Agreement (ICA), § 26	
6	Thomas M. Armstrong	TMA-3	ICA between AT&T and Image Access d/b/a NewPhone	
7	Thomas M. Armstrong	TMA-4	October 20, 2010, Express Phone adoption notice to AT&T	
8	Thomas M. Armstrong	TMA-5	November 1, 2010 AT&T response	
9	Thomas M. Armstrong	TMA-6	March 14, 2011 Express Phone notification to AT&T	
10	Thomas M. Armstrong	TMA-7	March 25, 2011 AT&T response	
11	Thomas M. Armstrong	TMA-8	March 28, 2011 correspondence from counsel for Express Phone to AT&T	

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP **EXHIBIT** 1
PARTY FPSC/Staff
DESCRIPTION Staff's Comprehensive Exhibit List
DATE 5/3/12

DOCUMENT NUMBER-DATE
03056 MAY 14 12
FPSC-COMMISSION CLERK

Comprehensive Exhibit List for Entry into Hearing Record				
Hearing I.D. #	**Witness**	**I.D. # As Filed**	**Exhibit Description**	**Entered**
12	Thomas M. Armstrong	TMA-9	April 6, 2011 AT&T response	
13	Thomas M. Armstrong	TMA-10	Notice of Adoption	
14	Thomas M. Armstrong	TMA-11	AT&T objection	
15	Thomas M. Armstrong	TMA-12	April 4, 2011 Express Phone amended notice of adoption	
16	Thomas M. Armstrong	TMA-13	Express Phone's ICA with AT&T, Paragraph 11 of the General Terms and Conditions	
17	Don J. Wood	DJW-1	Description of qualifications and list of previous testimony	
BELLSOUTH TELECOMMUNICATIONS (AT&T FLORIDA) - DIRECT				
18	David J. Egan	DJE-1	Revised Notice of Suspension and Termination **(Confidential)**	
19	David J. Egan	DJE-2	CD containing Express Phone bills for Billing Account Number 305Q926878 **(Confidential)**	
20	David J. Egan	DJE-3	CD containing Express Phone bills for Billing Account Number 561Q926878 **(Confidential)**	
21	David J. Egan	DJE-4	CD containing Express Phone bills for Billing Account Number 904Q926878 **(Confidential)**	
22	William E. Greenlaw	WEG-1	Letter dated 11/1/2010 to M. Foster from Reed re: Express Phone's Section 252(i) adoption requests	

Comprehensive Exhibit List for Entry into Hearing Record				
Hearing I.D. #	**Witness**	**I.D. # As Filed**	**Exhibit Description**	**Entered**
23	William E. Greenlaw	WEG-2	Portions of Express Phone's ICA	
24	William E. Greenlaw	WEG-3	Letter dated 3/25/2011 to M. Foster from Bockelman re: Express Phone's Section 252(i) adoption requests	
EXPRESS PHONE - REBUTTAL				
25	Thomas M. Armstrong	TMA-14	Amounts Due to Express Phone from AT&T	
26	Thomas M. Armstrong	TMA-15	September 24, 2010 Email from Reginald Greene to Mark Foster **(Confidential)**	
AT&T FLORIDA - REBUTTAL				
27	William E. Greenlaw	WEG-4	Portions of Digital Express ICA	
28	William E. Greenlaw	WEG-5	Alabama PSC Decision in the LifeConnex Docket	
29	William E. Greenlaw	WEG-6	KPSC LifeConnex Order	
30	William E. Greenlaw	WEG-7	NCUC Order Ruling on Dockets	
31	William E. Greenlaw	WEG-8	FPSC Request to Hold Dockets in Abeyance in Docket No. 110071-TP	
32	William E. Greenlaw	WEG-9	FPSC Order Denying Request for Abeyance in Docket No. 110071-TP	
33	William E. Greenlaw	WEG-10	Express Phone's Voluntary Dismissal Without Prejudice in Docket No. 110071-TP	

Comprehensive Exhibit List for Entry into Hearing Record				
Hearing I.D. #	**Witness**	**I.D. # As Filed**	**Exhibit Description**	**Entered**
34	William E. Greenlaw	WEG-11	Express Phone's Application	
Exhibits 35-45 Text added by CLK Exhibit Staff				
35	Don J. Wood and Thomas M. Armstrong		(Late-filed) Express Phone's Affidavit to Staff's Discovery	
36	Thomas M. Armstrong		February 2010 Account Bill for the 904 (CONFIDENTIAL)	
37	Thomas M. Armstrong		August 2010 Deposit Request	
38	Thomas M. Armstrong		September 2010 e-mail from Reginald Greene to Mark Foster	
39	Don J. Wood		May 27 Letter from Sprint/Nextel to AT&T	
40	Don J. Wood		Testimony before the Montana Public Service Commission in 2007	
41	Don J. Wood		Massachusetts Global NAPS case	
42	Don J. Wood		New York Pac-West Decision	
43	Don J. Wood		BellSouth versus North Carolina Utilities Commissio	
44	David J. Egan		Staff Interrogatory Number 1 (CONFIDENTIAL)	
45	William E. Greenlaw		Excerpt from Express Phone ICA	

2

Express Phone's Responses to Staff's First Set of Interrogatories (Nos. 1-13)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 2
PARTY Express Phone
DESCRIPTION Stipulated Discovery Response to Staff's 1st POD
DATE 5/3/12

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Notice of the Adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT& T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a New Phone, Inc. by Express Phone Service, Inc.	Docket No. 110087-TP Filed: April 23, 2012

/

EXPRESS PHONE SERVICE, INC.'S OBJECTIONS AND RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-13)

Express Phone Service, Inc. (Express Phone), pursuant to Rule 28.106-206, Florida Administrative Code and Rules 1.340, 1.350 and 1.370, Florida Rules of Civil Procedure, submits the following objections and responses to Staff's First Set of Interrogatories (Nos. 1-13).

GENERAL OBJECTIONS

1. Express Phone objects to each and every individual discovery request, to the extent it calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time response is first made or is later determined to be applicable for any reason. Express Phone in no way intends to waive any such privilege or protection.

2. Express Phone objects to each individual request to the extent it requires production of information that is proprietary, confidential business information without provisions in place to protect the confidentiality of the information. Express Phone in no way intends to waive claims of confidentiality.

3. Express Phone objects to any definitions or instructions accompanying the discovery requests to the extent that they are inconsistent with and expand the scope of discovery

specified in the Florida Rules of Civil Procedure that are incorporated into the Model Rules of Procedure or the Commission's rules on discovery. If some question arises as to Express Phone's discovery obligations, Express Phone will comply with applicable rules and not with any of the definitions or instructions accompanying the discovery requests that are inconsistent with or exceed the requirements of those rules. Furthermore, Express Phone objects to any discovery request that calls for Express Phone to create data or information that it otherwise does not have because there is no such requirement under the applicable rules and law.

4. Express Phone objects to any definition or instruction in any discovery request that seeks interrogatory answers containing information from persons or entities who are not parties to this proceeding or that are not subject to discovery under applicable rules.

5. It is possible that not every relevant document may have been reviewed or considered in developing Express Phone's responses to the discovery requests. Rather, Express Phone will provide all the information that it obtained after a good faith, reasonable and diligent search conducted in connection with these discovery requests. To the extent that the discovery requests propose to require more, Express Phone objects to the requests individually and collectively on the grounds that compliance would impose an undue burden or expense on Express Phone.

6. Express Phone objects to each discovery request to the extent that it seeks information that is not relevant to the subject matter of this docket and is not reasonably calculated to lead to the discovery of admissible evidence.

7. Express Phone objects to each and every discovery request to the extent it is vague, ambiguous, overly broad, burdensome, imprecise, or utilizes terms that are subject to

multiple interpretations but are not properly defined or explained for purposes of such discovery requests.

8. Express Phone expressly reserves and does not waive any objections it may have to the admissibility, authenticity or relevancy of the information provided in its responses to the subject discovery requests.

9. Express Phone objects to any request that requires the creation of new data, documents or studies.

10. Express Phone objects to providing information already in the public record, that is as easily accessible to Staff as to Express Phone, or that is already in Staff's possession.

11. Express Phone objects to every discovery request to the extent the information sought constitutes "trade secrets" which are privileged pursuant to sections 90.506 and 366.093(3)(a), Florida Statutes.

12. Express Phone objects to each discovery request that is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

13. Express Phone objects to any request that seeks to obtain "all" of particular documents, items or information to the extent that such requests are overly broad and burdensome. Any responses provided by Express Phone will be provided to, and without waiver of, the foregoing objection.

RESPONSES TO INTERROGATORIES

The following questions pertain to the testimony of Thomas Armstrong.

Subject to and without waiver of the foregoing objections, including relevancy, Express Phone provides the following responses to Interrogatory No. 1:

1. Express Phone asserts that on March 31, 2011, its customers were disconnected by AT&T Florida.

a. Did Express Phone make other arrangements for service for those customers either with AT&T Florida or the customers themselves?

RESPONSE: Express Phone provided its customers with notice of the projected termination of their service by AT&T. Customers were advised of the need to choose another provider of their own choosing.

b. Did Express Phone migrate those customers to an affiliated carrier, i.e., Digital Express, following AT&T Florida's action? If so, how many customers were migrated to affiliated carriers?

RESPONSE: No. No customers were migrated to any other carrier.

c. Were any Express Phone lines subject to disconnect migrated to Commercial Agreements with AT&T Florida or other unaffiliated carriers?

RESPONSE: No.

Subject to and without waiver of the foregoing objections, including relevancy, Express Phone provides the following responses to Interrogatory No. 2:

2. Express Phone alleges that AT&T Florida only paid 34% of the disputed amounts.

a. Is it your testimony that AT&T Florida failed to address the remaining 66% of the disputed amounts?

RESPONSE: Yes.

b. Did AT&T Florida reject 66% of the disputed amounts, or just not address them?

RESPONSE: Both – disputes are denied with no explanation or justification. When Express Phone escalates the disputes, they are ignored by AT&T.

c. In accordance with its ICA with Express Phone, is AT&T Florida obligated to explain its basis for rejecting billing disputes? If so, please explain the basis for this obligation?

RESPONSE: Pursuant to Section 26 of the AT&T/Express Phone agreement, AT&T is required to act in good faith in its performance under the ICA. Categorically denying disputes with no justification and then ignoring requests from Express Phone for escalation is not good faith.

Subject to and without waiver of the foregoing objections, including relevancy, Express Phone provides the following response to Interrogatory No. 3:

3. Was the Image Access ICA, Docket No. 060319-TP, available to Express Phone for adoption on August 22, 2006? Please explain your answer.

RESPONSE: As a preliminary matter, whether this agreement was "available," regardless of the meaning given to "available," is irrelevant to the matters at issue. Express Phone has the right to adopt another CLEC's agreement if it meets the requirements of section 252(i), which it does.

Further, the answer to this question is linked to the definition of "available." Upon information and belief, in 2006, there were 141 CLECs in the state of Florida. Express Phone does not know whether all of these CLECs had one or more interconnection agreements with AT&T. Additionally, Express Phone knows of no obligation requiring it to search all interconnection agreements at the Commission to determine what agreements are "available." Neither of the two parties (AT&T and Image Access [NewPhone]), that would have been aware of the Image Access [NewPhone] agreement on August 22, 2006, made its presence known to Express Phone. AT&T should have made Express Phone aware of the Image Access

[NewPhone] agreement. In addition, the Commission should have made sure that the ICAs it reviewed were not discriminatory with relation to previously approved ICAs.

4. Did Express Phone's ICA with AT&T Florida in Docket No. 060714-TP expire on October 19, 2010? Please explain your answer.

RESPONSE: Express Phone's ICA with AT&T was superseded by its adoption of the NewPhone agreement on October 20, 2010.

5. Did Express Phone terminate its ICA with AT&T Florida on October 19, 2010?

RESPONSE: Express Phone's ICA with AT&T was superseded by its adoption of the NewPhone agreement on October 20, 2010.

Subject to and without waiver of the foregoing objections, including relevancy, Express Phone provides the following response to Interrogatory No. 6:

6. Does Express Phone believe that AT&T Florida owes the company any monetary amount at the present time?

RESPONSE: Yes. See Exhibit No. TMA-14.

The following questions pertain to the testimony of Don Wood.

7. Has Witness Wood offered testimony in proceedings in any state or federal proceedings related to adoptions based on §252(i) of the Act?

RESPONSE: Yes.

a. If the answer is yes, please summarize Witness Wood's testimony in the venues noted in Question No. 7 and include the relevant identifying information.

RESPONSE: Mr. Wood participated in *ex parte* meetings and assisted with the development of comments for filing with the FCC in CC Docket No. 96-98, specifically related

to the development of 47 CFR §51.809, including the FCC's decision on remand to adopt its current "all or nothing rule" to replace the prior "pick and choose rule."

To the best of his recollection, Mr. Wood addressed ICA adoptions in testimony in the following proceedings. His testimony addressed the importance of ICA adoption as a regulatory safeguard against discrimination.

Alabama Public Service Commission

Docket No. 25835: In Re: Petition for Approval of a Statement of Generally Available Terms and Conditions Pursuant to §252(f) of the Telecommunications Act of 1996 and Notification of Intention to File a §271 Petition for In-Region InterLATA Authority with the Federal Communications Commission Pursuant to the Telecommunications Act of 1996.

Delaware Public Service Commission

Docket No. 02-001: In the Matter of the Inquiry into Verizon Delaware Inc.'s Compliance with the Conditions Set Forth in 47 U.S.C. § 271(c).

Florida Public Service Commission

Docket No. 960786-TL: In Re: Consideration of BellSouth Telecommunications, Inc.'s Entry Into InterLATA Services Pursuant to Section 271 of the Federal Telecommunications Act of 1996.

Georgia Public Service Commission

Docket No. 7253-U: In Re: BellSouth Telecommunications, Inc.'s Statement of Generally Available Terms and Conditions Under Section 252 (f) of the Telecommunications Act of 1996.

Kentucky Public Service Commission

Administrative Case No. 96-608: In the Matter of: Investigation Concerning the Provision of InterLATA Services by BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Louisiana Public Service Commission

Docket No. U-22252: In Re: Consideration and Review of BST's Preapplication Compliance with Section 271 of the Telecommunications Act of 1996, including but not limited to the fourteen requirements set forth in Section 271(c)(2)(b) in order to verify

compliance with section 271 and provide a recommendation to the FCC regarding BST's application to provide interLATA services originating in-region.

Public Service Commission of the State of Montana

Docket No. D2007.7.86: In the Matter of the Filing of a Notice of the Making of a Bona Fide Request for Interconnection with Ronan Telephone Company by Gold Creek Cellular of Montana Limited Partnership and Verizon Wireless LLC Both d/b/a Verizon Wireless Pursuant to 47 U.S.C. §§251 and 252 and §69-3-834, MCA; and Docket No. D.2007.7.87: In the Matter of the Filing of a Notice of the Making of a Bona Fide Request for Interconnection with Hot Springs Telephone Company by Gold Creek Cellular of Montana Limited Partnership and Verizon Wireless LLC Both d/b/a Verizon Wireless Pursuant to 47 U.S.C. §§251 and 252 and §69-3-834, MCA (consolidated).

South Carolina Public Service Commission

Docket No. 97-101-C: In Re: Entry of BellSouth Telecommunications, Inc. into the InterLATA Toll Market.

State of Vermont Public Service Board

Docket No. 6533: Application of Verizon New England Inc. d/b/a Verizon Vermont for a Favorable Recommendation to Offer InterLATA Services Under 47 U.S.C. 271.

8. Has Witness Wood's [sic] ever offered testimony in dockets related specifically to contested notices of adoption?

RESPONSE: No. In Mr. Wood's experience, the act of "contesting" the adoption of an existing ICA is very rare. The language of 47 USC §252(i) and 47 CFR §51.809 create a requirement that existing ICAs be made available by an ILEC for adoption, subject only to the specific exceptions set forth in §51.809(b). Neither the Act nor the FCC rules create any opportunity for an ILEC to "contest" such an adoption, beyond the opportunity to "prove to a state commission" that one of the conditions set forth in §51.809(b)(1) and (2) exist. AT&T has made no such claim in this case.

a. If the answer is yes, please summarize Witness Wood's testimony as noted in response to Question No. 8 and include the relevant identifying information.

RESPONSE: N/A.

9. Has Witness Wood's [sic] negotiated an interconnection agreement on behalf of a CLEC with an ILEC? Between a CLEC and a CLEC?

RESPONSE: Mr. Wood has participated in the negotiation of ICAs between CLECs and ILECs in multiple states (see response to Interrogatory No. 10 below). In most cases, a large number of issues were resolved through negotiation, though unresolved issues remained and were arbitrated before state regulators or their designees. In Mr. Wood's experience, large CLECs have historically engaged in comprehensive negotiations/arbitrations with ILEC's. In contrast, smaller CLECs have typically been unable to engage in such a resource-intensive process, and have been more likely to adopt existing ICAs.

Mr. Wood has not participated in the negotiation of interconnection agreements between CLECs.

10. If the answers to the above are yes, please include the state in which the ICA was negotiated, the docket or case number, and the parties to the agreement.

RESPONSE: Mr. Wood has participated in the negotiation of ICAs in the following states: Alabama, Colorado, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Montana, Nebraska, North Carolina, Oregon, South Carolina, Tennessee, Texas, Washington, the District of Columbia, Puerto Rico, and here in Florida. Cases that went to arbitration are listed in Exhibit DJW-1 to Mr. Wood's March 1, 2012 prefiled Direct Testimony.

11. Is it Witness Wood's testimony that two independently negotiated and executed ICAs that do not contain the exact terms and conditions are inherently discriminatory?

RESPONSE: It is Mr. Wood's testimony that two ICAs that do not contain the exact same terms and conditions are inherently *potentially* discriminatory. In this case, such a

potential for discrimination has been realized: the terms of the AT&T-NewPhone ICA (adopted by Express Phone in 2010) are more favorable to the CLEC than those in the initial AT&T-Express Phone ICA. Express Phone's adoption of the AT&T-NewPhone ICA, via the mechanism set forth in 47 USC §252(i) and 47 CFR §51.809, allows Express Phone to avoid this discrimination by AT&T.

12. Please identify any legal authority that specifically authorizes a CLEC to terminate an ICA without the consent of all parties to the ICA?

RESPONSE: It is Mr. Wood's understanding that the adoption of an existing ICA by a CLEC causes the new agreement to supersede the prior agreement in effect between that CLEC and an ILEC. This is not a termination; rather the CLEC is exercising its rights under federal law to adopt another agreement. There is nothing in 47 USC §252(i) or 47 CFR §51.809 that even suggests that this right may not be exercised until a prior agreement is terminated. If such reasoning were followed, it would negate the entire purpose of 47 USC §252(i) and 47 CFR §51.809 and force a CLEC to remain in a discriminatory agreement for the term of the agreement. See Mr. Wood's direct testimony, p. 16, l. 15- p. 17, l.2.

13. Does Express Phone believe that the adoption of the Image Access ICA would release the company from having to pay disputed amounts incurred under the existing agreement between AT&T Florida and Express Phone?

RESPONSE: First, the agreement that now exists is the one Express Phone adopted on October 20, 2010. Second, it is Mr. Wood's position that the ability of a CLEC to adopt an existing ICA pursuant to 47 USC §252(i) and 47 CFR §51.809 is not dependent on the resolution of any disputes that may exist between that CLEC and the ILEC under the initial ICA. The existence of a dispute is *not* one of the two explicit exceptions listed in §51.809(b).

It should be noted, however, that the ability of a CLEC to adopt an existing agreement serves to prevent discrimination and provides the necessary incentives for both the ILEC and CLEC to work together to resolve any existing disputes. The discriminatory provisions of the initial AT&T-Express Phone ICA provide little, if any, incentive for AT&T to act in good faith to resolve any billing disputes between the parties. In contrast, the language of the AT&T-NewPhone ICA (adopted by Express Phone) provides such an incentive for AT&T to work to resolve the dispute.

s/ Vicki Gordon Kaufman

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Attorneys for Express Phone Service, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Express Phone Service, Inc.'s Objections and Responses to Staff's First Set of Interrogatories (Nos. 1-13) has been furnished by Electronic Mail and U.S. Mail this 23rd day of April, 2012, to the following:

Lee Eng Tan
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399
ltan@psc.state.fl.us

Tracy W. Hatch
Suzanne L. Montgomery
AT&T
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
Th9467@att.com
sm6526@att.com

s/ Vicki Gordon Kaufman

Vicki Gordon Kaufman

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Notice of adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a NewPhone, Inc. by Express Phone Service, Inc.

Docket No. 110087-TP

/

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

I hereby certify that on this 17th day of April, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas M. Armstrong, who is personally known to me, and he acknowledged before me that he provided the answers to interrogatory numbers 1-6 from STAFF'S FIRST SET OF INTERROGATORIES TO EXPRESS PHONE SERVICE, INC. (NOS. 1-13) in Docket No. 110087-TP, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 17th day of April, 2012.

Thomas M. Armstrong

Thomas M. Armstrong

JENNIFER E. ARMSTRONG
Notary Public - State of Florida
My Comm. Expires Apr 20, 2016
Commission # EE 156567

Jennifer E Armstrong

Notary Public
State of Florida, at Large

My Commission Expires:
4/20/16

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Notice of adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a NewPhone, Inc. by Express Phone Service, Inc.

Docket No. 110087-TP

AFFIDAVIT

STATE OF GEORGIA)

COUNTY OF FULTON)

I hereby certify that on this 17 day of April, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Don J. Wood, who is personally known to me, and he acknowledged before me that he provided the answers to interrogatory numbers 7-13 from STAFF'S FIRST SET OF INTERROGATORIES TO EXPRESS PHONE SERVICE, INC. (NOS. 1-13) in Docket No. 110087-TP, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 17 day of April, 2012.

Don J. Wood

Deborah L Wood
Notary Public
State of Georgia, at Large

My Commission Expires:
3-24-2012

DEBORAH L WOOD
NOTARY PUBLIC
FULTON CO., GEORGIA
MY COMMISSION EXPIRES
MAR 24 2013

3

AT&T Florida's Responses to Staff's First Set of Interrogatories (Nos. 1-12)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 3
PARTY AT&T
DESCRIPTION Stipulated Discovery Response to Staff's 1st POD
DATE 5/3/12

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Notice of the Adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT& T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a New Phone, Inc. by Express Phone Service, Inc.	)	Docket No. 110087-TP
	)	Filed: April 23, 2012

AT&T FLORIDA'S ANSWERS TO STAFF'S
FIRST SET OF INTERROGATORIES (NOS. 1-12)

BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T Florida"), pursuant to Florida Public Service Commission Order No. PSC-12-0031-PCO-TP (Order Establishing Procedure) and Order No. PSC-12-0058-PCO-TP (Order Modifying Order Establishing Procedure) hereby serves its Answers to the Staff of the Florida Public Service Commission ("Staff's") First Set of Interrogatories (Nos. 1-12), dated April 2, 2012.

INTERROGATORY: On 10/10/2010, when Express Phone's accounts were $930,932 past due, had AT&T Florida made any effort to collect past due amounts beyond continuing to bill for them?

ANSWER: Yes. During August and September 2010, AT&T Florida pursued and negotiated an increased security deposit from Express Phone. Specifically, on August 25, 2010, AT&T sent a letter to Express Phone requesting an additional security deposit for its Florida, Alabama and Mississippi accounts. In that letter, AT&T noted that Express Phone's Florida, Alabama and Mississippi accounts had a "past due balance in excess of $1,000,000, and that Express Phone's payment patterns changed dramatically beginning in May 2009. Prior to that time, Express Phone made routine, nearly complete payments. Since then Express Phone has made minimal, sporadic payments." During the course of those security deposit negotiations, on September 8, 2010, AT&T's counsel, Reginald Greene, sent an email to Mark Foster, counsel for Express Phone, reminding Express Phone of its contractual obligation to pay its bills in full, including disputed amounts.

The August 25, 2010 letter is filed under a Notice of Intent to Request Specified Confidential Classification on April 23, 2012.

The September 8, 2010 email is produced herewith.

Proprietary & Confidential

August 25, 2010 letter from Larry Thaxton to Mr. Tom Armstrong
Filed under a Notice of Intent to Request Specified Confidential Classification
On April 23, 2012

AT&T Credit & Collections
675 W. Peachtree Street NW
Atlanta, GA 30375

T: 404.927.5607
F: 678.966.2863
LT7991@att.com

PROPRIETARY & CONFIDENTIAL

August 25, 2010

110087-TP

VIA FEDERAL EXPRESS Tracking Number 7989 8242 9595
Attn: Mr. Tom Armstrong
Express Phone Service, Inc.
1803 W. Fairfield Dr., Unit 1
Pensacola, FL 32501

CONFIDENTIAL
DECLASSIFIED 4:30.12

VIA FEDERAL EXPRESS Tracking Number 7938 5063 4810
Attn: Mr. Thomas M. Armstrong
Express Phone Service, Inc.
1020 N. 9th Avenue
Pensacola, FL 32501

Dear Mr. Armstrong:

The AT&T Credit & Collections department has conducted a credit assessment of Express Phone Service, Inc. ("Express Phone"). AT&T's records show that despite doing business with AT&T in Alabama, Florida and Mississippi under a Resale Agreement and a Commercial Agreement, Express Phone currently has only $5,000 on deposit with AT&T.

AT&T's records show that Express Phone's accounts have a past due balance in excess of $1,000,000, and that Express Phone's payment patterns changed dramatically beginning in May 2009. Prior to that time, Express made routine, nearly complete payments. Since then Express Phone has made minimal, sporadic payments. Moreover, on August 10th, 2010 AT&T requested updated financial information and Credit Profile from Express Phone and asked that it be provided by August 20, 2010. To date, AT&T has not received the requested information.

As a result of the foregoing, AT&T has determined that Express Phone's accounts are not adequately secured. Therefore, AT&T is exercising its right pursuant to Section 1.3 of the Resale Agreement and Section 10.2 of the Commercial Agreement to request that Express Phone increase its security deposit in the amount of $400,000 (which would result in a total deposit of $405,000). Section 1.3 of the Resale Agreement provides in relevant part:

> If, in BellSouth's sole discretion, circumstances warrant and/or Express Phone's gross monthly billing has increased, BellSouth reserves the right to request additional security . . .

Similarly, Section 10.2 of the Commercial Agreement provides in relevant part:

> 10.2 Assurance of payment may be requested by AT&T-22STATE:
>
> 10.2.1 If based on AT&T-22STATE's analysis of the AT&TSTATE Credit Profile and other relevant information regarding [Express Phone's] credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CARRIER. Such impairment will be determined from information available from Third Party financial sources; or
>
> 10.2.2 [Express Phone] fails to timely pay a bill rendered to CARRIER by AT&T-22STATE (except such portion of a bill that is subject to a good faith

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FPSC-COMMISSION CLERK

110087 Hearing Exhibits - 00020

bona fide dispute and as to which [Express Phone] has complied with all requirements set forth in Section 12.3 below); and/or

10.2.3 [Express Phone's] gross monthly billing has increased, AT&T-22STATE Reserves the right to request additional security . . .

Please remit the $400,000 security deposit by September 10, 2010. This amount can be submitted either in cash (check or guaranteed funds); in the form of an Irrevocable Letter of Credit or as a Surety Bond (required AT&T formats enclosed).

Cash deposits should be sent to:	**An Irrevocable Letter of Credit or Surety Bond should be sent to:**
AT&T Deposit Processing Center 600 Northpoint Parkway Alpharetta, GA 30005	Attn: Larry W. Thaxton AT&T 675 W Peachtree St. NW 10098 Atlanta, GA 30308

Express Phone's account will continue to be reviewed periodically to determine if any additional deposit may be appropriate.

I will be available at 404 927-5607 to answer any questions concerning the contents of this letter. Thank you for choosing AT&T to service your telecommunication needs.

Sincerely,

DECLASSIFIED

CONFIDENTIAL

Larry W. Thaxton
Sr. Credit Analyst

Enclosures 2

WOODS, VICKIE (Legal)

From: GREENE, REGINALD A (Legal)
Sent: Wednesday, September 08, 2010 11:49 AM
To: 'Mark Foster'
Subject: Express Phone

Mark:

AT&T is willing to extend the deposit deadline to September 15, 2010 so that some meaningful negotiations can occur in the interim.

Additionally, thank you for the information about the New Talk docket in Texas. I was aware of the proceeding generally and of the initial ruling that New Talk had to escrow the funds. In any event, like you said, each case is different. With regard to Express Phone, their Resale Agreement does not allow for disputed amounts to be withheld. See attached. I look forward to our discussion later this afternoon.

Express Phone Resale0001.pdf

Note 1.4 Payment Responsibility. "Express Phone shall make payment to BellSouth for all services billed including disputed amounts".
Express is not paying and then disputing, they are withholding payments that that Agreement does not allow for.

Reginald A. Greene
General Attorney - Wholesale
AT&T Services, Inc.
675 West Peachtree Street, N.W.
Suite 4210
Atlanta, Georgia 30375
404.335.0761 (office)
404.889.4721 (mobile)
404.614.4054 (fax)

This message may be privileged. Do not disclose or reproduce without prior legal department approval.

AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Express Phone Service, Inc. (Express Phone), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Express Phone or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Express Phone 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, pursuant to Sections 251 and 252 of the Act; Express Phone wishes to purchase certain services from BellSouth; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Express Phone 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 ten percent (10%).

Commission is defined as the appropriate regulatory agency in each state 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.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

the appropriate BellSouth Local Contract Manager responsible for new CLEC activation, the necessary documentation to enable BellSouth to establish accounts for resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, BellSouth's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Express Phone may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Express Phone.

1.2.1 Company Identifiers. If Express Phone needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Express Phone has already been conducting business utilizing those Company Identifiers, Express Phone shall follow the Mergers and Acquisitions Process as described on BellSouth's Interconnection Web site, AND SHALL PAY ALL CHARGES AS A RESULT OF SUCH CHANGES.

1.2.2 Tax Exemption. It is the responsibility of Express Phone to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Express Phone entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to Express Phone will not include those taxes or fees from which Express Phone is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Express Phone shall pay all applicable taxes and fees. In the event that Express Phone believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth's receipt of a properly completed exemption certificate, BellSouth shall assign to Express Phone its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from Express Phone and at Express Phone's sole expense, pursue such refund claim on behalf of Express Phone, provided that Express Phone promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Express Phone. Express Phone shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Express Phone to its customers.

1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, Express Phone shall complete the BellSouth Credit Profile

(BellSouth form) and provide information to BellSouth regarding Express Phone's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding Express Phone's credit and financial condition, BellSouth reserves the right to require Express Phone to provide BellSouth with a suitable form of security deposit for Express Phone's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or Express Phone's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Express Phone's "accounts receivables and proceeds".

1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Express Phone. Any such security deposit shall in no way release Express Phone from its obligation to make complete and timely payments of its bill(s). If BellSouth requires Express Phone to provide a security deposit, Express Phone shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to Express Phone via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's GSST.

1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Express Phone has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Express Phone or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Express Phone and BellSouth shall agree on a level of estimated billings based on all relevant information.

1.3.3 In the event Express Phone fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Express Phone may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to Express Phone's final bill for its account(s).

1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Express Phone as security under this Agreement, Express Phone shall renew such letter of credit or provide BellSouth with evidence that Express Phone has obtained a suitable replacement for the letter of credit. If Express Phone fails to

comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Express Phone accounts(s). If Express Phone provides a security deposit or additional security deposit in the form of a surety bond as required herein, Express Phone shall renew the surety bond or provide BellSouth with evidence that Express Phone has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Express Phone fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Express Phone's account(s). If the credit rating of any bonding company that has provided Express Phone with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Express Phone that Express Phone must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Express Phone fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Express Phone's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Express Phone as security hereunder if Express Phone defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Express Phone. Express Phone shall pay invoices by utilizing wire transfer services or automatic clearing house services. Express Phone shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between Express Phone and Express Phone's customer.

1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Express Phone's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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

INTERROGATORY: What is AT&T Florida's current process to bring past due accounts up to date?

a. Briefly explain each step of this process.

ANSWER: AT&T has a dedicated team of professionals with the title of "Collector" who have primary responsibility for pursuing collection of past due bills from AT&T's Wholesale customers, including CLECs. Each Collector is assigned a specific portfolio of customers and develops a relationship with his or her customers. Each Collector becomes familiar with his or her assigned customers' payment habits and tailors his or her collection efforts with his or her understanding of each customer. The process also varies based on the specific requirements of the customer's contract, legal issues, or regulatory requirements imposed by the applicable state commission. The general process is as follows:

First, when a CLEC customer does not pay its bills pursuant to its contract terms by the due date, a Collector attempts to contact the customer by phone or email to alert them of the past due balance and discuss when the balance will be paid. The Collectors are given some latitude to work with the customer if there are extenuating circumstances delaying payment. Taking all of these factors into consideration, this initial contact by phone or email is to assess whether payment will be forthcoming or if formal treatment is necessary.

Second, if the Collector is not able to reach the customer or if acceptable payment arrangements are not made, a "first" collection notice is sent to the customer giving the customer the contractually required time (typically 15 days) to satisfy the letter or face suspension of its ordering ability. This is the start of formal treatment and starts the clock toward suspension and ultimately disconnection of service if payments are not made to satisfy the collection efforts. If the customer pays in response to the letter, AT&T stops the collection process.

Third, if the customer does not satisfy the first collection letter, its ordering ability is suspended and the Collector would send a "second" collection letter alerting the customer that if it fails to pay this second letter within the contractually prescribed time period (typically 15 days) its services will be terminated. If the customer pays in response to the letter, AT&T stops the collection process and restores the customer's ordering capability.

Fourth, if that second letter is not satisfied the services would be terminated per the terms of the customer's contract.

INTERROGATORY: At what level of arrears or past due amounts does AT&T Florida begin its process to bring a past due account up to date?

ANSWER: AT&T Florida considers any past due amount to be treatable, at least at the initial step described in response to Interrogatory No. 2 of contacting the customer by phone or email.

INTERROGATORY: What level of past due amounts triggers a disconnect notice?

ANSWER: AT&T Florida does not send a disconnect notice to a CLEC customer unless the letter is demanding payment of at least $450.00.

INTERROGATORY: What did Express Phone owe AT&T Florida on October 20, 2010, the day AT&T Florida received the adoption request? Please indicate past due amounts separately from standard billing cycle amounts.

ANSWER: The total amount that Express Phone owed AT&T Florida for its Florida accounts as of October 20, 2010 was $1,012,190.00. Of that amount, $160,854.06 was current billing (due by October 22, 2010) and $851,335.94 was past due.

INTERROGATORY: Since 1996, has AT&T Florida permitted early termination of an ICA to allow a CLEC to adopt an ICA with more favorable terms, either unilaterally or through negotiated amendment?

a. If so, please state the FPSC Docket No. and the circumstances under which early termination was approved.

ANSWER: After a due diligent review of its records, AT&T Florida is only able to answer this question for the period for January 1, 2006 to the present. Prior to that time, AT&T Florida did not track this information. To review the agreements it approved and agreed to during this time period, AT&T Florida would need to pull archived agreements and file materials, and review each agreement and related file materials individually. This effort would involve thousands of hours and may not even include the information necessary to answer Interrogatory No. 6.

AT&T Florida was able to review its records from January 1, 2006 to the present. During that time period, from the over 300 interconnection agreements it executed with CLECs that were approved by this Commission, approximately seventy (70) were executed with CLECs adopting interconnection agreements that AT&T Florida had with other carriers. Of those, AT&T Florida only identified one instance where it permitted the CLEC to terminate its ICA early to adopt a different agreement:

- Talk America Inc.
- May 26, 2007
- Docket No. 070311-TP
- AT&T Florida does not recall the reasons it approved early termination of the ICA.

AT&T Florida will supplement its Answer to this Interrogatory if necessary.

INTERROGATORY: Witness Greenlaw's testimony appears to indicate there was more than one reason AT&T Florida denied Express Phone's initial request. Besides the time left in the initial term of the ICA, what additional reasons, if any, were the bases for AT&T Florida's decision to deny Express Phone's request dated October 20, 2010?

ANSWER: On October 20, 2010, Express Phone had more than a year left on the initial term of its ICA, and the window for negotiating a new contract had not yet begun. AT&T Florida denied Express Phone's October 2010 request primarily because at that time, there was still more than a year left in the initial term of Express Phone's ICA with AT&T Florida, and AT&T Florida is unwilling to allow a CLEC to unilaterally opt out of an existing ICA in mid-stream and before the negotiation window as specified in its existing contract begins.

In October 2010, Express Phone was in breach of its ICA due to its failure to pay its bills in full, including disputed amounts, as required by Section 1.4 of Attachment 3 of that agreement. Therefore, if the negotiation window for a new agreement had opened in October 2010, AT&T Florida would have conditionally accepted Express Phone's adoption request in the same manner as it conditionally accepted the subsequent March 2011 request. Specifically, AT&T Florida would have made its acceptance conditioned on Express Phone curing its breach and posting adequate security.

INTERROGATORY: At the time of the October 20, 2010, denial, had AT&T Florida begun to take actions to bring Express Phone's accounts up to date?

a. If so, at what stage was AT&T Florida in this process?

ANSWER: See answer to Interrogatory No. 1, and documents produced in response to that Interrogatory. By October 20, 2010, AT&T Florida had requested and obtained an increased security deposit from Express Phone, and its counsel had sent a notification to Express Phone's counsel reminding Express Phone of its contractual obligation to pay its bills in full, including disputed amounts.

INTERROGATORY: How much money did Express Phone owe AT&T when Express Phone filed its request with AT&T Florida to adopt the Image Access ICA on October 20, 2010?

ANSWER: See Answer to Interrogatory No. 5.

INTERROGATORY: Did AT&T Florida attempt to bring the account up to date prior to Express Phone's adoption notification of October 20, 2010?

a. If so, on what date did AT&T Florida initiate collection efforts in addition to standard billings?

ANSWER: See answer to Interrogatories No. 1 and 8.

INTERROGATORY: Please explain why the November 1, 2010, AT&T Florida letter did not include information regarding the past due accounts?

ANSWER: See answer to Interrogatory No. 7. On November 1, 2010, Express Phone had more than a year left in the initial term of its ICA and it had more than three months left until the negotiation window for a replacement contract began. There was no need to evaluate and address any other deficiencies in the request.

INTERROGATORY: How much money did Express Phone owe AT&T Florida when Express Phone filed its request with the FPSC to adopt the Image Access Phone ICA on March 29, 2011?

ANSWER: At that time Express Phone owed AT&T Florida $1,547,517.00. Of this amount, $129,782.00 was current billings and $1,417,735.00 was past due.

Respectfully submitted this 23rd day of April, 2012.

AT&T FLORIDA

Suzanne L. Montgomery
Authorized House Counsel No. 94116
Tracy W. Hatch
c/o Gregory R. Follensbee
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301
(305) 347-5558

1030165

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Notice of the Adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT& T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a New Phone, Inc. by Express Phone Service, Inc.	)	Docket No. 110087-TP

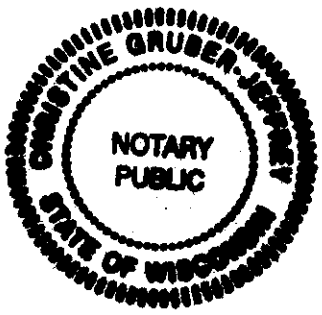
AFFIDAVIT

STATE OF Wisconsin

COUNTY OF Milwaukee

I hereby certify that on this 26th day of April, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David J. Egan, who is personally known to me, and he acknowledged before me that he reviewed AT&T's Florida's Answers to Staff's First Set of Interrogatories (Nos. 1-5, 8-10, 12) in Docket No. 110087-TP, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and official seal in the State and County aforesaid as of this 26th day of April, 2012.



David J. Egan

Christine Gruber-Jeffrey
Notary Public
State of WISCONSIN, at Large

My Commission Expires:
October 13, 2013

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Notice of the Adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT& T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a New Phone, Inc. by Express Phone Service, Inc.	)	Docket No. 110087-TP

AFFIDAVIT

STATE OF GEORGIA

COUNTY OF FULTON

I hereby certify that on this 25 day of April, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William E. Greenlaw, who is personally known to me, and he acknowledged before me that he reviewed AT&T's Florida's Answers to Staff's First Set of Interrogatories (Nos. 6, 7, 11) in Docket No. 110087-TP, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and official seal in the State and County aforesaid as of this 25TH day of April, 2012.

William E. Greenlaw

Notary Public
State of Georgia

My Commission Expires:

BRENDA S. SLAUGHTER NOTARY PUBLIC ROCKDALE COUNTY GEORGIA EXPIRES JULY 29, 2014

CERTIFICATE OF SERVICE
Docket No. 110087-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail, First Class U.S. Mail and (*) Federal Express this 23rd day of April, 2012 to the following:

Lee Eng Tan
Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
ltan@psc.state.fl.us

Express Phone Service
Mr. Tom Armstrong (+)(*)
1803 West Fairfield Drive, Unit 1
Pensacola, FL 32501-1040
Tel. No.: (850) 291-6415
Fax No.: (850) 308-1151
tom@da...gccoxmail.com

Keefe Law Firm
Vicki Gordon Kaufman (+)(*)
118 North Gadsden Street
Tallahassee, FL 32301
Tel. No.: 850-681-3828
Fax No.: 850-681-8788
vkaufman@kagmlaw.com
Atty. for Express Phone

Mark Foster
707 West Tenth Street
Austin, Texas 78701
Tel. No.: (512) 708-8700
Fax. No.:(512) 697-0058
mark@mfosterlaw.com
Atty. for Express Phone

Suzanne L. Montgomery

(+) Signed Protective Agreement
916796

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 4
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-1)
DATE 5/3/12

8160 Briese Lane • Pensacola, Florida 32514 • 850-291-6415 • tom.armstrong.sr@gmail.com

Tom Armstrong

EXPERIENCE

05/10 – Present **SIMPLY CUPCAKES OF PENSACOLA, LLC** **Pensacola, FL**
Managing Member

- Network marketing coordinator

02/07 – Present **MORE INK FOR LESS, LLC** **Pensacola, FL**
Managing Member

- Researched and co-developed business model
- Foreman in charge of retail site build out
- Created and implemented complete procedures & process for administration and operations
- Ran day to day operations for first 12 months after startup
- Sales consultant for current management staff
- Network marketing consultant

5/99 – Present **EXPRESS PHONE SERVICE, INC.** **Pensacola, FL**
President

- Implemented control processes for accounts receivables and payables
- Created provisioning and billing procedures for 5000+ customers
- Legal and regulatory point of contact for company matters
- Managed transition of company from pre-paid CLEC to Lifeline/Linkup based CLEC

1997 – Present **DIGITAL EXPRESS, INC.** **Pensacola, FL**
Office Manager, CSR, General Manager, Vice-President, President

- Created office standard operating procedures for day to day operational stability
- Executed CLEC start up plans
- Sole CLEC point of contact for customer and ILEC (BellSouth) relationships
- Developed and implemented customer service representative job descriptions
- Legal and regulatory point of contact for company matters

9/78 – 9/98 **UNITED STATES MARINE CORPS** **Worldwide**
Staff Sergeant ***United States of America, Japan, Philippines, Panama, Korea***

- Honorable Discharge / Military Retirement after 20 years of service
- Awards include Good Conduct, Navy Achievement Medal (Gold Star), Expert Pistol/Rifle qualification
- Designated as Master Training Specialist by United States Navy
- Coordinated Base Realignment and Closure transition of Instructor Training Course from NAS Memphis to NAS Pensacola

1974 – 1978 **PUBLIX SUPERMARKETS** **Rockledge & St. Augustine, FL**
Baqboy, Stockman

- Began working at age fourteen on state work permit
- Member of new store implementation team in 1977
- Worked full-time as stockman during senior year of high school

ASSOCIATIONS

4/06 – Present **NATIONAL ALEC ASSOCIATION (NALA)** **United States**

- Board member - 2007 – present
- Chairman - 2009 – present

COMMUNITY SERVICE

05/10 – Present **SPECIAL OLYMPICS OF ESCAMBIA COUNTY FLORIDA** **Pensacola, FL**

- Unified Athlete - 2010 – present (Bowling & Bocce)
- Class A Volunteer Chaperone for State Fall Classic Games in Orlando, FL – 2010 & 2011
- Finance Committee Chairman - 2011 – present (Volunteer position)

EDUCATION

St. Augustine High School	**1974 – 1978**	**Diploma**
United States Marine Corps	**1979**	**Basic Electricity & Electronics** **Aviation Avionics** **Advanced First Term Avionics**
	1986	**Instructor Training Course**
	1992	**Advanced Electronics/Avionics**
State Technical Institute of Memphis	**1992**	**Associate of Arts - summa cum laude** **Electronic Technology**

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO.	110087-TP	EXHIBIT	5
PARTY	Express Phone		
DESCRIPTION	Thomas M. Armstrong (TMA-2)		
DATE	5/3/12		

such time as Express Phone is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 **Compliance with Law**

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25 **Necessary Approvals**

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.

26 **Good Faith Performance**

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.

27. **Rates**

27.1 Express Phone shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill Express Phone for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to Express Phone's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 3 hereof, BellSouth shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 6
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-3)
DATE 5/3/12

BELLSOUTH®

BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

Jerry.Hendrix@bellsouth.com

Jerry D. Hendrix
Vice President
Regulatory Relations

Phone: (850) 577-5550
Fax (850) 224-5073

April 4, 2006

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

060319-TP

Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. and Image Access, Inc. d/b/a NewPhone

Dear Ms. Bayo:

Please find enclosed for filing and approval, the original and two copies of the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. (BellSouth) and Image Access, Inc. d/b/a NewPhone

If you have any questions please do not hesitate to contact Robyn Holland at (850) 577-5551.

Very truly yours,

J. D. Hendrix/RN

Regulatory Vice President

DOCUMENT NUMBER-DATE
03022 APR-4 06
FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: Image Access, Inc. d/b/a NewPhone

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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

Image Access, Inc. d/b/a NewPhone

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Image Access, Inc. d/b/a NewPhone and in Florida, Image Access, Inc. d/b/a NewPhone, Inc. (Image Access), a Louisiana corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Image Access or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Image Access 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, Image Access wishes to resell certain BellSouth's Telecommunications Services as set forth in Attachment 1, purchase Network Elements and Other Services as set forth in Attachment 2, and, primarily in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement; and;

WHEREAS, the Parties wish to interconnect their facilities, exchange traffic and perform Local Number Portability ("LNP") pursuant to and consistent with the rights and obligations set forth in Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Image Access 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 state 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.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications 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 Image Access agrees to provide BellSouth in writing Image Access's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.

1.2 To the extent Image Access is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Image Access may not purchase services hereunder in that state. Image Access will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, Image Access may thereafter purchase services pursuant to this Agreement in that state. BellSouth will file this Agreement with the appropriate Commission for approval. Image Access shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

1.3 Should Image Access's Commission or secretary of state (or equivalent authority) certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, suspend or terminate this Agreement immediately in such state and all monies owed on all outstanding invoices for services provided in such state shall

become due. Additionally, BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. Image Access shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2. Term of the Agreement

2.1 The initial term of this Agreement shall be three 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. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

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 the initial term 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 the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 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 of the initial term 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 rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.3.1 Image Access may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term 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 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to Image Access. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Image Access pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

2.3.2 Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.2 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

2.4 In addition to as otherwise set forth in this Agreement, and subject to compliance with the Dispute Resolution procedures set forth in Section 8 below, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement has been committed by Image Access, and all monies owed on all outstanding invoices shall become due.

2.5 If, at any time during the term of this Agreement, BellSouth is unable to contact Image Access pursuant to the Notices provision hereof or any other contact information provided by Image Access under this Agreement, and there are no active services being provisioned or provided under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Image Access pursuant to the Notices section hereof.

3. Nondiscriminatory Access

When Image Access purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its 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 Image Access shall be at least equal to that which BellSouth provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of BellSouth and the network of Image Access 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 Image Access.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for Image Access, or, if applicable under this Agreement, switching, 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 Image Access 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 Image Access End Users for the same length of time it maintains such information for its own End Users.

4.2 Subpoenas Directed to Image Access. Where BellSouth is providing resold services to Image Access, or, if applicable under this Agreement, switching, then Image Access agrees that in those cases where Image Access receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Image Access End Users, and where Image Access does not have the requested information, Image Access will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 above.

4.3 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.

5 Liability and Indemnification

5.1 Image Access Liability. In the event that Image Access consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Image Access's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of Image Access under this Agreement.

5.2 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another entity not a party to this Agreement.

5.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, and except for any amounts due to Image Access pursuant to Attachment 9 hereof, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to Image Access pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to Image Access pursuant to this Agreement.

5.3.1 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, except to the extent caused by the other Party's gross negligence or willful misconduct, 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.

5.3.2 Neither BellSouth nor Image Access 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.

5.3.3 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.

5.3.4 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.

5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, 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 Party'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 Party'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 Party's services, actions, duties, or obligations arising out of this Agreement.

5.5 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.

6 Intellectual Property Rights and Indemnification

6.1 No License. Except as expressly set forth in Section 6.2, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable 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. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. 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.

6.3 Intellectual Property Remedies

6.3.1 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 5 preceding.

6.3.2 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, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

6.3.2.2 obtain a license sufficient to allow such use to continue.

6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 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.

6.3.3 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.

6.3.4 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.

6.3.5 Dispute Resolution. Any claim arising under Section 6.1 and 6.2 shall be excluded from the dispute resolution procedures set forth in Section 8 and shall be brought in a court of competent jurisdiction.

7 Proprietary and Confidential Information

7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Image Access, 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.

7.2 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.

7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

7.3.1 (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.

7.4 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 FCC 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.

7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing 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.

7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 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.

8 Resolution of Disputes

8.1 Except for procedures that outline the resolution of billing disputes which are set forth in Section 2 of Attachment 7 or as otherwise set forth in this Agreement, each Party agrees to notify the other Party in writing of a dispute concerning this Agreement. If the Parties are unable to resolve the issues relating to the dispute in the normal course of business then either Party shall file a complaint with the Commission or FCC to resolve such issues or, as explicitly otherwise provided for in this Agreement, may proceed with any other remedy pursuant to law or equity as provided for in this Section 8.

8.2 Except as otherwise stated in this Agreement, or for such matters which lie outside the jurisdiction or expertise of the Commission or FCC, if any dispute arises as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, the aggrieved Party, to the extent seeking resolution of such dispute, must seek such resolution before the Commission or FCC in accordance with the Act. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission or FCC concerning this Agreement. Either Party may seek expedited resolution by the Commission or FCC. Until the dispute is finally resolved pursuant to an effective order, each Party shall continue to perform its obligations under this Agreement, and the Parties shall continue to provide the services and payments as prior to the dispute pursuant to the terms of this Agreement.

8.3 Except to the extent the Commission or FCC is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section 8 shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.

8.4 In addition to Sections 8.1 and 8.2 above, each Party shall have the right to seek legal and equitable remedies on any and all legal and equitable theories in any court of competent jurisdiction for any and all claims, causes of action, or other proceedings not arising: (i) as to the enforcement of any provision of this Agreement, or (ii) as to the enforcement or interpretation under applicable federal or state telecommunications law. Moreover, if the Commission or FCC would not have authority to grant an award of damages after issuing a ruling finding fault or liability in connection with a dispute under this Agreement, either Party may

pursue such award in any court of competent jurisdiction after such Commission or FCC finding.

9 **Taxes**

9.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be 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.

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

9.2.1 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.

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

9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown 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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

9.3.5 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.

9.3.6 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.

9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party. 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.

9.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown 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.

9.4.2 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.

9.4.3 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.

9.4.4 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.

9.4.5 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 attorneys' 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.

9.4.6 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.

9.5 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.

10 **Force Majeure**

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 Image Access, 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.

11 Adoption of Agreements

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Image Access any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

12.1 If Image Access changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Image Access to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Image Access shall provide BellSouth with any necessary supporting documentation.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Image Access or BellSouth to perform any material terms of this Agreement, Image Access or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in this Agreement.

13 Legal Rights

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

14 Indivisibility

Subject to Section 15 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole

and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

15 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8.

16 Non-Waivers

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

17 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, 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.

18 Assignments and Transfers

18.1 Any assignment by either Party to any 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. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that Image Access is entitled to provide Telecommunications Service. After BellSouth's consent, 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. Notwithstanding anything to the contrary in this Section, Image Access shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) Image Access pays all bills, past due and current, under this Agreement, or (2) Image Access's assignee expressly assumes liability for payment of such bills.

18.2 In the event that Image Access desires to transfer any services hereunder to another provider of Telecommunications Service, or Image Access desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

19 Notices

19.1 With the exception of billing notices, governed by Attachment 7, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Image Access, Inc. d/b/a NewPhone
Gene Dry
3525 North Causeway Blvd., Suite 501
Metairie, LA 70002
genedry@newphone.com

Paul F. Guarisco
Shirley, Ezell, Guarisco & Marionneaux, LLC
4609 Bluebonnet Blvd
Suite A
Baton Rouge, LA 70809
225-291-2770
PGuarisco@shirleyandezell.com

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

19.2 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.

19.3 Notwithstanding the above, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

20 Rule of Construction

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

21 Headings of No Force or Effect

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.

22 Multiple Counterparts

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.

23 Filing of Agreement

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, Image Access shall be responsible for publishing the required

notice and the publication and/or notice costs shall be borne by Image Access. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Image Access is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Each Party shall comply at its own expense with all other laws of general applicability.

25 Necessary Approvals

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.

26 Good Faith Performance

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.

27. Rates

27.1 Image Access shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill Image Access according to statue of limitations in each state for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

27.2 To the extent Image Access requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

28 Rate True-Up

28.1 This section applies to rates that are expressly designated as subject to true-up under this Agreement.

28.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates 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 shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

28.3 A final and 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 Image Access specifically or upon all carriers generally, such as a generic cost proceeding.

29 Survival

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.

30 Entire Agreement

30.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 30.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of such prior agreements between the Parties until the Effective Date of this Agreement and Image Access acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, shall be due and owing under such prior agreements between the Parties and be governed by the terms and conditions of the prior agreements between the Parties until the Effective Date of this Agreement at which time the orders and services will be governed by the terms and conditions 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.

30.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

30.3 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

31. Local Dialing Parity

BellSouth shall provide local dialing parity as described in the Act and required by FCC.

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

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 3/20/06

Image Access, Inc. d/b/a NewPhone and in Florida, Image Access, Inc. d/b/a NewPhone, Inc.

By:

Name: GENE DRY

Title: PRESIDENT

Date: 3/14/06

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Attachment 1

Resale

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RESALE

1. Discount Rates

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

1.2 The Telecommunications Services available for purchase by Image Access for the purposes of resale to Image Access's customers shall be available at BellSouth's tariffed rates less the discount reflected in Exhibit D and subject to the exclusions and limitations in Exhibit A.

2. Definition of Terms

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

2.1 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 nonrecurring, monthly recurring, toll, directory assistance, etc.

2.2 End User Customer Location means the physical location of the premises where a customer makes use of the Telecommunications Services.

2.3 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.

2.4 Resale means an activity wherein a certificated CLEC, such as Image Access, subscribes to the retail Telecommunications Services of BellSouth and then offers those retail 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 Image Access for resale those Telecommunications Services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff, to customers who are not Telecommunications carriers.

3.1.1 When Image Access provides Resale service in a cross boundary area (customer is physically located in a particular state and is served by a central office in an adjoining state) the rates, regulations and discounts for the state in which the serving central office is located will apply. Billing will be from the state in which the customer is located.

3.2 Image Access as a reseller of Lifeline and Link-Up Services hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and

Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in BellSouth's GSST, Sections A3.31 and A4.7.

3.2.1 Image Access shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three (3) full preceding calendar years, and Image Access shall provide such documentation to the FCC or it's Administrator upon request.

3.2.2 In Tennessee, if Image Access does not resell Lifeline service to any end users, and if Image Access agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's GSST, the discount shall be twenty-one point fifty-six percent (21.56%).

3.2.2.1 In the event Image Access resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the sixteen percent (16%) discount rate to all services. Upon Image Access and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate OCN is established for billing of Lifeline service end users, the discount shall be applied as set forth in Section 3.2.2 above for the non-Lifeline affected Master Account (Q-account).

3.2.2.2 Image Access must provide written notification to BellSouth within thirty (30) days prior to either providing its own operator services/directory services or ordering the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of twenty-one point fifty-six percent (21.56%).

3.3 Image Access may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.3.1 Image Access must resell services to other end users.

3.3.2 Image Access cannot be a CLEC for the single purpose of selling to itself.

3.3.3 Image Access 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 Image Access for said services.

3.4 Image Access will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the customer except to the extent provided for herein.

3.5 BellSouth will continue to bill the customer for any services that the customer specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any customer within the service area of Image Access. BellSouth will continue to market directly its own Telecommunications products and services and in doing so may establish independent relationships with customers of Image Access. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 BellSouth will accept a request from another CLEC for conversion of the customer's service from Image Access to such other CLEC. Upon completion of

the conversion BellSouth will notify Image Access that such conversion has been completed.

3.5.2 When a customer of Image Access or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the customer'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 customer's requested service as set forth in the BellSouth Product and Services Interval Guide.

3.5.3 BellSouth and Image Access will refrain from contacting an customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from BellSouth or Image Access 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 customer and are assigned to the service furnished. However, neither Party nor the customer 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 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.8 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.9 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.10 If Image Access or its customers 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 Image Access 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.

3.11 Facilities and/or equipment utilized by BellSouth to provide service to Image Access remain the property of BellSouth.

3.12 Service Ordering and Operations Support Systems (OSS)

3.12.1 Image Access must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. Image Access may submit a Local Service Request (LSR) electronically as set forth in Attachment 6. Service orders will be in a standard format designated by BellSouth.

3.12.2 BellSouth messaging services set forth in BellSouth's Messaging Service Re-Seller Information Package shall be made available for resale without the wholesale discount.

3.13 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.

3.14 In the event Image Access acquires a customer whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Image Access that Special Assembly at the wholesale discount at Image Access's option. Image Access shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.15 BellSouth shall provide 911/E911 for Image Access customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Image Access customer information to the Public Safety Answering Point (PSAP). BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Image Access customer information in the Automatic Location Identification/Data Management System (ALI/DMS) databases used to support 911/E911 services.

3.16 Pursuant to 47 C.F.R. § 51.617, BellSouth shall bill to Image Access, and Image Access shall pay, the End User Common Line (EUCL) charges identical to the EUCL charges BellSouth bills its customers.

4 BellSouth's Provision of Services to Image Access

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 customers, 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 GSST Section A23, Shared Tenant Service Section 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 Image Access to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Image Access 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 Image Access for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions.

4.2 Subject to Exhibit A 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 customer 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 If Image Access cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's GSST and Private Line Services Tariffs.

4.4 Service Jointly Provisioned with an Independent Company or CLEC

4.4.1 BellSouth will in some instances provision resold services in accordance with BellSouth's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.

4.4.2 When Image Access assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to Image Access.

4.4.4 Image Access must establish a billing arrangement with the ICO or other CLEC prior to assuming a customer account where such circumstances apply.

4.4.5 Specific guidelines regarding such services are available on the BellSouth Interconnection Web site.

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and BellSouth's GSST and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 Image Access or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

5.3 Image Access accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.4 Image Access will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.5 For all repair requests, Image Access shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.6 BellSouth reserves the right to contact Image Access's customers, if deemed necessary, for maintenance purposes.

6. Discontinuance of Service

6.1 The procedures for discontinuing service to a customer are as follows:

6.1.1 BellSouth will deny service to Image Access's customer on behalf of, and at the request of, Image Access. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of Image Access.

6.1.2 At the request of Image Access, BellSouth will disconnect a Image Access customer.

6.1.3 All requests by Image Access for denial or disconnection of a customer for nonpayment must be in writing.

6.1.4 Image Access will be made solely responsible for notifying the customer of the proposed disconnection of the service.

6.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Image Access when it is determined that annoyance calls are originated from one of its customer's locations. BellSouth shall be indemnified, defended and held harmless by Image Access and/or the customer against any claim, loss or damage arising from providing this information to Image Access. It is the responsibility of Image Access to take the corrective action necessary with its customer who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the customer's service.)

7. White Pages Listings

7.1 BellSouth shall provide Image Access and its end users access to white pages directory listings under the following terms:

7.1.1 Listings. Image Access shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Image Access residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Image Access and BellSouth customers. Image Access shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

7.1.2 Unlisted/Non-Published Customers. Image Access will be required to provide to BellSouth the names, addresses and telephone numbers of all Image Access customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.

7.1.3 Inclusion of Image Access Customers in Directory Assistance Database. BellSouth will include and maintain Image Access customer listings in BellSouth's Directory Assistance databases. Image Access shall provide such Directory Assistance listings to BellSouth at no charge.

7.1.4 Listing Information Confidentiality. BellSouth will afford Image Access's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.

7.1.6 Rates. So long as Image Access provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to Image Access one (1)

basic White Pages directory listing per Image Access customer at no charge other than the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

7.2 Directories. BellSouth or its agent shall make available White Pages directories to Image Access customer at no charge or as specified in a separate agreement between Image Access and BellSouth's agent.

7.3 Procedures for submitting Image Access Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

7.3.1 Image Access authorizes BellSouth to release all Image Access SLI provided to BellSouth by Image Access to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS) in BellSouth's GSST. Such Image Access SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

7.3.2 No compensation shall be paid to Image Access for BellSouth's receipt of Image Access's 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 Image Access's SLI, or costs on an ongoing basis to administer the release of Image Access's SLI, Image Access shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Image Access's SLI, Image Access will be notified. If Image Access does not wish to pay its proportionate share of these reasonable costs, Image Access may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Image Access shall amend this Agreement accordingly. Image Access will be liable for all costs incurred until the effective date of the amendment.

7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Image Access under this Agreement. Image Access shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, 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 Image Access listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Image Access any complaints received by BellSouth relating to the accuracy or quality of Image Access listings.

7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

8. Operator Services (Operator Call Processing and Directory Assistance)

8.1 Operator Call Processing (OCP) 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 customer 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 (DA).

8.2 Upon request for BellSouth OCP, BellSouth shall:

8.2.1 Process 0+ and 0- dialed local calls.

8.2.2 Process 0+ and 0- intraLATA toll calls.

8.2.3 Process calls that are billed to Image Access customer's calling card that can be validated by BellSouth.

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and ELI requests.

8.2.9 Process emergency call trace originated by PSAP.

8.2.10 Process operator-assisted DA calls.

8.2.11 Adhere to equal access requirements, providing Image Access local customer the same IXC access that BellSouth provides its own operator service (OS).

8.2.12 Exercise at least the same level of fraud control in providing OS to Image Access that BellSouth provides for its own OS.

8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

8.2.14 Direct customer account and other similar inquiries to the customer service center designated by Image Access.

8.3 Upon Image Access's request BellSouth shall provide call records to Image Access in accordance with Optional Daily Usage File (ODUF) standards.

8.4 The interface requirements shall conform to the interface specifications for the platform used to provide OS as long as the interface conforms to industry standards.

8.5 DA Service

8.5.1 DA Service provides local and non-local customer telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

8.5.2 DA Service shall provide up to two (2) listing requests per call, if available and if requested by Image Access's customer. BellSouth shall provide caller-optional DA call completion service at rates set forth in BellSouth's GSST to one of the provided listings.

8.6 DA Service Updates. BellSouth shall update customer listings changes daily. These changes include:

8.6.1 New customer connections;

8.6.2 Customer disconnections;

8.6.3 Customer address changes; and

8.6.4 Non-listed and non-published numbers for use in emergencies.

9. Branding for Wholesale OCP and DA

9.1 BellSouth's branding feature provides a definable announcement to Image Access's customers using BellSouth's DA/OCP prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows Image Access to have its calls custom branded with Image Access's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D.

9.2 BellSouth offers three (3) branding options to Image Access when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.

9.3 Image Access's order for Custom Branding is considered firm ten (10) business days after BellSouth's receipt of the order. Image Access may cancel its order more than ten (10) business days after BellSouth's receipt of the order. Image Access shall notify BellSouth in writing and shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), Image Access must contact its Local Contract Manager to initiate the order via the OLNS Branding Order form.

9.4 Branding via OLNS

9.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Image Access shall not be required to purchase dedicated trunking.

9.4.2 BellSouth Branding is the default branding offering.

9.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Image Access must have its OCN(s) and telephone numbers reside in BellSouth's Line Information Database (LIDB). To implement Unbranding and Custom Branding via OLNS software, Image Access must submit a manual order form which requires, among other things, Image Access's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth Traffic Operator Position System (TOPS) during the peak busy hour. Image Access shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Image Access's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Image

Access customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10. LIDB

10.1 BellSouth LIDB stores current information on working telephone numbers and billing account numbers.

10.2 Where Image Access is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from Image Access LSR's to populate LIDB with Image Access's customer information. BellSouth provides access to information in its LIDB, including Image Access customer information, to its LIDB customers via queries to LIDB.

10.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of Image Access data to the LIDB (e.g., calling card deactivation).

10.2.2 Image Access will not be charged a fee for LIDB storage services provided by BellSouth to Image Access pursuant to this Attachment.

10.3 Responsibilities of the Parties

10.3.1 BellSouth will administer the data provided by Image Access pursuant to this Agreement in the same manner as BellSouth administers its own data.

10.3.2 Image Access is responsible for completeness and accuracy of the data being provided to BellSouth.

10.3.3 BellSouth shall not be responsible to Image Access 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.

11. Revenue Accounting Office (RAO) Hosting

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

12. Optional Daily Usage File (ODUF)

12.1 The ODUF Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D.

12.2 BellSouth will provide ODUF service upon written request.

13. Enhanced Optional Daily Usage File (EODUF)

13.1 The EODUF service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D.

13.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 4)

	Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2 &3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - < 90 Days (Note 2 & 3)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	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 (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	EUCL Charge	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	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 customers who would have qualified for the promotion had it been provided by BellSouth directly. Promotions shall be available only for the term set forth in the applicable tariff.
3.	Promotions shall be available only for the term set forth in the applicable tariff.
4.	Some of BellSouth's local exchange and toll Telecommunications Services are not available in certain central offices and areas.

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Optional Daily Usage File

1. Upon written request from Image Access, BellSouth will provide the ODUF service to Image Access pursuant to the terms and conditions set forth in this section.

2. Image Access shall furnish all relevant information required by BellSouth for the provision of the ODUF.

3. The ODUF feed provides Image Access messages that were carried over the BellSouth network and processed by BellSouth for Image Access.

4. Charges for ODUF will appear on Image Access's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.

5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.

6. ODUF Specifications

6.1 ODUF Message to be Transmitted

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

6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.);

6.1.1.2 Measured local calls;

6.1.1.3 Directory Assistance messages;

6.1.1.4 IntraLATA Toll;

6.1.1.5 WATS and 800 Service;

6.1.1.6 N11;

6.1.1.7 Information Service Provider Messages;

6.1.1.8 OS Messages;

6.1.1.9 OS Message Attempted Calls;

6.1.1.10 Credit/Cancel Records; and

6.1.1.11 Usage for Voice Mail Message Service.

6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Image Access.

6.1.4 In the event that Image Access detects a duplicate on ODUF they receive from BellSouth, Image Access will drop the duplicate message and will not return the duplicate to BellSouth.

6.2 ODUF Physical File Characteristics

6.2.1 ODUF will be distributed to Image Access via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy-five (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 (1) dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.

6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and Image Access for the purpose of data transmission. Where a dedicated line is required, Image Access will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Image Access will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Image Access's responsibility. 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 Image Access. Additionally, all message toll charges associated with the use of the dial circuit by Image Access will be the responsibility of Image Access. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Image Access's end for the purpose of data transmission will be the responsibility of Image Access.

6.2.3 If Image Access utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Image Access.

6.3 ODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) 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 Image Access which BellSouth RAO is sending the message. BellSouth and Image Access will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Image Access and resend the data as appropriate.

6.4 ODUF Pack Rejection

6.4.1 Image Access will notify BellSouth within one (1) 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 (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Image Access will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Image Access by BellSouth.

6.5 ODUF Control Data

6.5.1 Image Access will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Image Access's receipt of 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 Image Access for reasons stated in the above section.

6.6 ODUF Testing

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

Enhanced Optional Daily Usage File

1. Upon written request from Image Access, BellSouth will provide the EODUF service to Image Access pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2. Image Access shall furnish all relevant information required by BellSouth for the provision of the EODUF.

3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for EODUF will appear on Image Access's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.

5. All messages will be in the standard ATIS EMI record format.

6. Messages that error in the billing system of Image Access will be the responsibility of Image Access. If, however, Image Access should encounter significant volumes of errored messages that prevent processing by Image Access within its systems, BellSouth will work with Image Access to determine the source of the errors and the appropriate resolution.

7. EODUF Specifications

7.1 EODUF Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to Image Access:

7.1.1.1 Customer usage data for flat rated local calls originating from Image Access's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:

7.1.1.1.1 Date of Call

7.1.1.1.2 From Number

7.1.1.1.3 To Number

7.1.1.1.4 Connect Time

7.1.1.1.5 Conversation Time

7.1.1.1.6 Method of Recording

7.1.1.1.7 From RAO

7.1.1.1.8 Rate Class

7.1.1.1.9 Message Type

7.1.1.1.10 Billing Indicators

7.1.1.1.11 Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Image Access.

7.1.3 In the event that Image Access detects a duplicate on EODUF they receive from BellSouth, Image Access will drop the duplicate message and will not return the duplicate to BellSouth.

7.2 EODUF Physical File Characteristics

7.2.1 EODUF feed will be distributed to Image Access via FTP. The EODUF messages will be intermingled among Image Access's ODUF messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Image Access for the purpose of data transmission. Where a dedicated line is required, Image Access will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Image Access will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Image Access. Additionally, all message toll charges associated with the use of the dial circuit by Image Access will be the responsibility of Image Access. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Image Access's end for the purpose of data transmission will be the responsibility of Image Access.

7.2.3 If Image Access utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Image Access.

7.3 EODUF Packing Specifications

7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Image Access which BellSouth RAO is sending the message. BellSouth and Image Access will use the invoice

sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Image Access and resend the data as appropriate.

RESALE DISCOUNTS & RATES - Alabama													Attachment: 1 Exh D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					16.30										
	Business %					16.30										
	CSAs %					16.30										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.000011										
	ODUF: Message Processing, per message					0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.22										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

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RESALE DISCOUNTS & RATES - Florida

Attachment: 1 Exh D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.080698										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

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RESALE DISCOUNTS & RATES - Georgia

Attachment: 1 Exh D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					20.30										
	Business %					17.30										
	CSAs %					17.30										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000068										
	ODUF: Message Processing, per message					0.002167										
	ODUF: Message Processing, per Magnetic Tape provisioned					36.06										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.227409										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Exh D Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					16.79										
	Business %					15.54										
	CSAs %					15.54										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000136										
	ODUF: Message Processing, per message					0.002506										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.235889										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shell/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

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RESALE DISCOUNTS & RATES - Louisiana													Attachment: 1 Exh D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					20.72										
	Business %					20.72										
	CSAs %					9.05										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000117										
	ODUF: Message Processing, per message					0.004641										
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.250015										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

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RESALE DISCOUNTS & RATES - Mississippi

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

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RESALE DISCOUNTS & RATES - North Carolina													Attachment: 1 Exh D			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21.50										
	Business %					17.60										
	CSAs %					17.60										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000174										
	ODUF: Message Processing, per message					0.001647										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00011029										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.131005										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

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RESALE DISCOUNTS & RATES - South Carolina												Attachment: 1 Exh D			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted *Elec* per LSR	Svc Order Submitted *Manually* per LSR	Incremental Charge - *Manual* Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					14.80										
	Business %					14.80										
	CSAs %					8.98										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000216										
	ODUF: Message Processing, per message					0.004704										
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.258301										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

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RESALE DISCOUNTS & RATES - Tennessee													Attachment: 1 Exh D			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					16.00										
	Business %					16.00										
	CSAs %					16.00										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000044										
	ODUF: Message Processing, per message					0.002448										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.229779										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shell/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

Attachment 2

Network Elements and Other Services

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Rates ..... 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 unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to NewPhone for NewPhone's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to NewPhone (Other Services). Additionally, the provision of a particular Network Element or Other Service may require NewPhone to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If NewPhone purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.

1.3 NewPhone may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.

1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.5 NewPhone shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to NewPhone pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to NewPhone pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from

NewPhone. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between NewPhone and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.7 Except to the extent expressly provided otherwise in this Attachment, NewPhone may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that NewPhone has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide NewPhone with thirty (30) days written notice to disconnect or convert such Arrangements. If NewPhone fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, NewPhone shall undertake a reasonably diligent inquiry to determine whether NewPhone is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, NewPhone self-certifies that to the best of NewPhone's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon NewPhone's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill NewPhone the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days

following a decision finding in BellSouth's favor, NewPhone shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.9 NewPhone may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from NewPhone, BellSouth shall perform the RNM.

1.11 Commingling of Services

1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that NewPhone has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. NewPhone must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.

1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

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

1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

1.13 Ordering Guidelines and Processes

1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, NewPhone should refer to the "Guides" section of the BellSouth Interconnection Web site.

1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: http://www.interconnection.bellsouth.com/guides/html/unes.html.

1.13.3 The provisioning of Network Elements, Combinations and Other Services to NewPhone's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with NewPhone's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.

1.13.4 Testing/Trouble Reporting

1.13.4.1 NewPhone will be responsible for testing and isolating troubles on Network Elements. NewPhone must test and isolate trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, NewPhone will be required to provide the results of the NewPhone test which indicate a problem on the BellSouth network.

1.13.4.2 Once NewPhone has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network

facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail customers.

1.13.4.3 If NewPhone reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge NewPhone a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by NewPhone (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill NewPhone for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

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

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

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential

MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises.

2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to NewPhone on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.

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

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide NewPhone with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and a customer's premises.

2.1.4 DS1 and DS3 Loop Requirements

2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.2 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 except as described below:

2.1.4.2.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.2.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.3 A list of wire centers meeting the criteria set forth in Sections 2.1.4.2.1 and 2.1.4.2.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site.

2.1.4.4 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.1 above, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.5 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.2 above, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

2.1.4.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.2 above but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

2.1.4.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

2.1.4.6.3 For purposes of Section 2.1.4.6 above, BellSouth shall make available DS1 and DS3 Loops that were in service for NewPhone in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

2.1.4.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

2.1.4.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

2.1.4.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, NewPhone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other

BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

2.1.4.6.6.1 If NewPhone fails to submit the spreadsheet(s) specified in Section 2.1.4.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify NewPhone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.1.4.6.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.6.6 above or transitioned pursuant to Section 2.1.4.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) 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.

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

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

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

2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), NewPhone shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.

2.1.8 OC and Order Coordination-Time Specific (OC-TS)

2.1.8.1 OC allows BellSouth and NewPhone to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to NewPhone's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. 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.

2.1.8.2 OC-TS allows NewPhone to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate NewPhone's specific conversion time request. However, BellSouth reserves the right to negotiate with NewPhone a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. NewPhone may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If NewPhone 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 BellSouth's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.9

	Order Coordination (OC)	**Order Coordination – Time Specific (OC-TS)**	**Test Points**	**DLR**	**Charge for Dispatch and Testing if No Trouble Found**
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable	Not Available	Not	Chargeable Option –	Charged for Dispatch inside and outside

(Non-Designed)	Option		Available	ordered as Engineering Information Document	Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, NewPhone must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by NewPhone when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in NewPhone's Agreement before requesting a conversion.

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

2.1.10.3 The Loops converted to NewPhone pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.11 Bulk Migration

2.1.11.1 BellSouth will make available to NewPhone a Bulk Migration process pursuant to which NewPhone may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs);

and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.11.2 Should NewPhone request migration for two (2) or more EATNs containing fifteen (15) or more circuits, NewPhone must use the Bulk Migration process referenced in 2.1.11.1 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed).

2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that NewPhone 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 NewPhone, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. NewPhone may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which

is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its customers.

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

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to NewPhone. 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 NewPhone 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 UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

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

2.3.2.1 2-wire Unbundled ISDN Digital Loop;

2.3.2.2 2-wire Unbundled ADSL Compatible Loop;

2.3.2.3 2-wire Unbundled HDSL Compatible Loop;

2.3.2.4 4-wire Unbundled HDSL Compatible Loop;

2.3.2.5 4-wire Unbundled DS1 Digital Loop;

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

2.3.2.7 DS3 Loop; or

2.3.2.8 STS-1 Loop.

2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard

with a test point, OC, and a DLR. NewPhone will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

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 eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

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

2.3.6 4-wire Unbundled DS1 Digital Loop.

2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-Wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to NewPhone at any single building in which DS1 Loops are available as unbundled Loops.

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

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. 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 fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

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

2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.12 NewPhone may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.4 Unbundled Copper Loops (UCL).

2.4.1 BellSouth shall make available 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 (2) types – Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

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

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

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

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by NewPhone to provide a wide-range of telecommunications services as

long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

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

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

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

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

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

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

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

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

2.5.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

2.5.3 For any copper loop being ordered by NewPhone which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from NewPhone, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to NewPhone. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

2.5.4 NewPhone may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

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

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

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

2.5.8 NewPhone 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 NewPhone desires BellSouth to condition.

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

2.6 Loop Provisioning Involving IDLC

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

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

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

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

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the customer's 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 (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The

NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

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

2.7.3 Access to NID

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

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

2.7.3.1.2 Where an adequate length of the customer's premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

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

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

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

in the NID, the disconnected loop must be appropriately cleared, capped and stored.

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

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

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

2.7.4 Technical Requirements

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

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

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

2.8 Subloop Elements.

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

2.8.2 Unbundled Subloop Distribution (USLD)

2.8.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an customer'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 USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)

USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

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

2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.

2.8.2.4.1 Upon request for USLD-INC from NewPhone, 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 twenty five (25) pair increments for NewPhone's use on this cross-connect panel. NewPhone will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, NewPhone shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. NewPhone's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

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

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

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

2.8.2.9 USLs will be provided in accordance with BellSouth's TR 73600 Unbundled Local Loop Technical Specifications.

2.8.3 Unbundled Network Terminating Wire (UNTW)

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

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

2.8.3.3 Requirements

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

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

2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the customers premises, and NewPhone does own or control such wiring, NewPhone will install UNTW Access Terminals for BellSouth

under the same terms and conditions as BellSouth provides UNTW Access Terminals to NewPhone.

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

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

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

2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

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

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

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

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

2.9 Loop Makeup

2.9.1 Description of Service

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

2.9.1.2 BellSouth will provide NewPhone 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 NewPhone as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

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

2.9.1.5 NewPhone may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by NewPhone 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 (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee NewPhone's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by NewPhone or the customer, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. NewPhone is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify NewPhone, according to the applicable network disclosure requirements. It will be NewPhone's responsibility to move any service it may provide over such facilities to alternative facilities. If NewPhone fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 NewPhone may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and

conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if NewPhone needs further Loop information in order to determine Loop service capability, NewPhone may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

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

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

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.2 Line Splitting – UNE-L. In the event NewPhone provides its own switching or obtains switching from a third party, NewPhone may engage in line splitting arrangements with another CLEC using a splitter, provided by NewPhone, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Provisioning Line Splitting and Splitter Space – UNE-L

3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When NewPhone owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.

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

3.4 CLEC Provided Splitter – Line Splitting – UNE-L

3.4.1 To order High Frequency Spectrum on a particular Loop, NewPhone must have a DSLAM collocated in the central office that serves the customer of such Loop.

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

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

3.5 Maintenance – Line Splitting – UNE-L

3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer's premises and the termination point.

3.5.2 NewPhone shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Unbundled Network Element Combinations

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

4.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.

4.1.2 To the extent NewPhone requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

4.2 Rates

4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of NewPhone.

4.3 Enhanced Extended Links (EELs)

4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide NewPhone with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled

with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

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

4.3.4 Service Eligibility Criteria

4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. NewPhone must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

4.3.4.1.1 NewPhone has received state certification to provide local voice service in the area being served;

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

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

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

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

4.3.4.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

4.3.4.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which NewPhone will transmit the calling party's number in connection with calls exchanged over the trunk;

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

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

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

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

5 Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by NewPhone, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to NewPhone. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to NewPhone unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth (Entrance Facilities).

5.2 DS1 and DS3 Dedicated Transport Requirements

5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.

5.2.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport except as described below:

5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.

5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.2.2.3 A list of wire centers meeting the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site as (Initial Wire Center List).

5.2.2.4 Once a wire center exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.

5.2.2.5 Once a wire center exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required in that wire center.

5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.2.2.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

5.2.2.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

5.2.2.6.3 For purposes of Section 5.2.2.6, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for NewPhone in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.2.2.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

5.2.2.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.2.2.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List NewPhone shall submit a spreadsheet(s) identifying the

Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

5.2.2.6.6.1 If NewPhone fails to submit the spreadsheet(s) specified in Section 5.2.2.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify NewPhone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.6 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.2.3 BellSouth shall:

5.2.4 Provide NewPhone exclusive use of Dedicated Transport to a particular customer or carrier;

5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

5.2.6 Permit, to the extent technically feasible, NewPhone to connect Dedicated Transport to equipment designated by NewPhone, including but not limited to, NewPhone's collocated facilities; and

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

5.3 BellSouth shall offer Dedicated Transport:

5.3.1 As capacity on a shared facility; and

5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to NewPhone.

5.4 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.

5.5 NewPhone may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport. A route is defined as a transmission path between one (1) of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one (1) or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.6 Technical Requirements

5.6.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

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

5.6.2.1 DS0 Equivalent;

5.6.2.2 DS1;

5.6.2.3 DS3;

5.6.2.4 STS-1; and

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

5.6.3 BellSouth shall design Dedicated Transport according to its network infrastructure. NewPhone shall specify the termination points for Dedicated Transport.

5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

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

5.6.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

5.6.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.7 Unbundled Channelization (Multiplexing)

5.7.1 To the extent NewPhone is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, NewPhone may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

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

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

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

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

5.7.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, NewPhone's channelization equipment must adhere strictly to form and protocol standards. NewPhone 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.

5.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.9.1 Dark Fiber Transport Requirements

5.9.1.1 For purposes of this Section 5.9, a Business Line is as defined in 47 C.F.R. § 51.5.

5.9.1.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport except as described below:

5.9.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.9.1.3 A list of wire centers meeting the criteria set forth in Section 5.9.1.2.1 above as of March 10, 2005, (Initial List) is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.

5.9.1.4 Once a wire center exceeds either of the thresholds set forth in Section 5.9.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.

5.9.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.9.1.5.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.9.1.2.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

5.9.1.5.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

5.9.1.5.3 For purposes of Section 5.9.1.5, BellSouth shall make available Dark Fiber Transport that was in service for NewPhone in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.9.1.5.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

5.9.1.5.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.9.1.5.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List NewPhone shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

5.9.1.5.6.1 If NewPhone fails to submit the spreadsheet(s) specified in Section 5.9.1.5.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify NewPhone's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.9.1.5.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.9.1.5.6 above or transitioned pursuant to Section 5.9.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.10 Rearrangements

5.10.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working NewPhone circuit from one CFA to another NewPhone CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply.

5.10.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.

5.10.3 Upon request of NewPhone, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.10.1 and 5.10.2 above and NewPhone may request OC-TS for such orders.

5.10.4 BellSouth shall accept a LOA between NewPhone and another carrier that will allow NewPhone to connect Dedicated Transport, or Combination that includes

Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

5.10.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: NewPhone may utilize the EEL to UNE-L Retermination process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the end user serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

5.10.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. NewPhone shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges are as set forth in Exhibit A.

5.10.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if NewPhone elects not to utilize the EEL to UNE-L Retermination process, NewPhone must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, NewPhone will be charged the EEL disconnect charges and the full non-recurring rates for installation of a new Loop, as set forth in Exhibit A.

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

6.1 911 and E911 Databases

6.1.1 BellSouth shall provide NewPhone with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

6.1.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. NewPhone will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

6.2.1 BellSouth's 911 database vendor shall provide NewPhone the capability of providing updates to the ALI/DMS database through a specified electronic interface. NewPhone shall contact BellSouth's 911 database vendor directly to request interface. NewPhone shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of NewPhone and BellSouth shall not be liable for the transactions between NewPhone and BellSouth's 911 database vendor.

6.2.2 It is NewPhone's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

6.2.3 NewPhone shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at www.interconnection.bellsouth.com/guides.

6.2.4 Stranded Unlocks are defined as end user records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to NewPhone, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for NewPhone to assume responsibility for such records.

6.2.5 Based upon end user record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to NewPhone that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. NewPhone shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to NewPhone within two (2) months following the date of the Stranded Unlock report provided by BellSouth. NewPhone shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of NewPhone's records.

6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

6.3.1.1 The database capability allows NewPhone to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the NewPhone PBX 911 end user station telephone number for the 911 call that is placed by the end user.

6.3.2 NewPhone may order either the database capability or the transport component as desired or NewPhone may order both components of the service.

6.3.3 911 PBX Locate Database Capability. NewPhone's end user or NewPhone's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

6.3.4 Ordering, provisioning, testing and maintenance shall be provided by NewPhone pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

6.3.5 NewPhone's end user, or NewPhone's end user DMA must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of NewPhone to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. NewPhone should not submit telephone number updates for specific PBX station telephone numbers that are submitted by NewPhone's end user, or NewPhone's end user DMA under the terms of 911 PBX Locate product.

6.3.5.1 NewPhone must provision all PBX station numbers in the same LATA as the E911 tandem.

6.3.6 NewPhone agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by NewPhone's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by NewPhone or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. NewPhone is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to NewPhone's end user or DMA pursuant to these terms. Specifically, NewPhone's end user or DMA must keep and protect from use by any unauthorized individual

identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

6.3.7 NewPhone may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for NewPhone's end users' telephone numbers for which it has direct management authority.

6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires NewPhone to order a CAMA type dedicated trunk from NewPhone's end user premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the NewPhone's end user premise and the BellSouth 911 tandem as described in BellSouth's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. NewPhone is responsible for connectivity between the end user's PBX and NewPhone's switch or POP location. NewPhone will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a NewPhone purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). NewPhone is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

6.3.9 Ordering and Provisioning. NewPhone will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

6.3.9.1 Testing and maintenance shall be provided by NewPhone pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by NewPhone pursuant to the terms and conditions set forth in Attachment 3.

7 White Pages Listings

7.1 BellSouth shall provide NewPhone and its customers access to white pages directory listings under the following terms:

7.1.1 Listings. NewPhone shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NewPhone residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between NewPhone and BellSouth customers. NewPhone shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

7.1.2 Unlisted/Non-Published Customers. NewPhone will be required to provide to BellSouth the names, addresses and telephone numbers of all NewPhone customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.

7.1.3 Inclusion of NewPhone Customers in Directory Assistance Database. BellSouth will include and maintain NewPhone customer listings in BellSouth's DA databases. NewPhone shall provide such Directory Assistance listings to BellSouth at no charge.

7.1.4 Listing Information Confidentiality. BellSouth will afford NewPhone's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.

7.1.6 Rates. So long as NewPhone provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to NewPhone one (1) basic White Pages directory listing per NewPhone customer at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

7.2 Directories. BellSouth or its agent shall make available White Pages directories to NewPhone customer at no charge or as specified in a separate agreement between NewPhone and BellSouth's agent.

7.3 Procedures for submitting NewPhone SLI are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

7.3.1 NewPhone authorizes BellSouth to release all NewPhone SLI provided to BellSouth by NewPhone to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), BellSouth's GSST. Such NewPhone SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

7.3.2 No compensation shall be paid to NewPhone for BellSouth's receipt of NewPhone 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 NewPhone's SLI, or costs on an ongoing basis to administer the release of NewPhone SLI, NewPhone shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of NewPhone's SLI, NewPhone will be notified. If NewPhone does not wish to pay its proportionate share of these reasonable costs, NewPhone may instruct BellSouth that it does not wish to release its SLI to independent publishers, and NewPhone shall amend this Agreement accordingly. NewPhone will be liable for all costs incurred until the effective date of the agreement.

7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by NewPhone under this Agreement. NewPhone shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, 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 NewPhone listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to NewPhone any complaints received by BellSouth relating to the accuracy or quality of NewPhone listings.

7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.66	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						35.13	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.58	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.05	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	34.34	37.81	17.56	23.49	5.30						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00								

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UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.44									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.93	0.68								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15	8.15								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44									
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85	19.85								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	36.14	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	36.14	88.00	55.00	47.24	7.44						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.89	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			UEA, NTCVG	URESP		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		67.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.89	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		67.72	36.36								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16								
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	11.01	110.00	68.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40								
	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	8.74	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	314.52	252.47	157.54	44.70	11.71						
	Swich-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			USL, NTCD1	URESL		24.89	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		101.09	43.05								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50						
	5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50						
	6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	26.09	126.27	88.80	59.14	14.50						

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UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			UDL, NTCUD	URESL		24.89	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.13	49.75								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		97.23	42.48								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		18.09									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.05								

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ,ULS,UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		244.42									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.64									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.45									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.15									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.27	53.01	18.17	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.16	59.25	24.41	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.78	65.80	30.96	45.25	6.70						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85								

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.20	6.11								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.23	28.38								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.97	49.11								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		21.00	21.00								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.59	0.59								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83						
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44						
UNBUNDLED DEDICATED TRANSPORT																

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.008838										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.008838										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.008838										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.008838										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.008838										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.18										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.09										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	703.52	278.75	162.76	60.20	58.46						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.09										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	701.37	278.75	162.76	60.20	58.46						
	UNBUNDLED DARK FIBER - Stand Alone or In Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	22.34										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		639.09	137.87	317.06	197.66						
	HIGH CAPACITY UNBUNDLED LOCAL LOOP															
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	8.38										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.08	451.52	263.94	119.49	83.58						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	8.38										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58						
	ENHANCED EXTENDED LINK (EELs)															
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	36.56	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	8.38										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.08	451.52	263.94	119.49	83.58						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	8.38										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	319.83	451.52	263.94	119.49	83.58						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.008838										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.008838										

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.008838										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.008838										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.18										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.09										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.85	23.81	1.99	0.7741						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.13	7.67	0.7355	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	107.19	91.04	62.57	10.54	9.79						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	176.20	178.14	93.97	33.26	31.83						
	Voice Grade COCI In combination			UNCVX	1D1VG	0.56	6.58	4.72								
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.56	6.58	4.72								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.58	4.72								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.41	6.58	4.72								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.41	6.58	4.72								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.41	6.58	4.72								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.19	6.58	4.72								
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.19	6.58	4.72								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.58	4.72								
	DS1 COCI in combination			UNC1X	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.47	6.58	4.72								
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		5.59	5.59									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.70	16.06								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.48	1.48								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.48	1.48								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.48		1.84							
	DS1 DCS Termination with DS0 Switching					29.46	25.55	19.66	16.63	13.38						
	DS1 DCS Termination with DS1 Switching					9.94	18.47	12.58	12.21	8.96						
	DS3 DCS Termination with DS1 Switching					105.16	25.55	19.66	16.63	13.38						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	15.77										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.05								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.93	18.93								
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Usage, Per TCAP Message					0.0000569bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000142bk										
LNP Query Service																
	LNP Charge Per query					0.000757										
	LNP Service Establishment Manual						12.52		11.51							
	LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.44									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.60									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	181.33										
	Service Order Charge			9PBDC	9PBSC		15.66									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

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UNBUNDLED NETWORK ELEMENTS - Florida												Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect							
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm														
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in														
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,														
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE															
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.														
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP														
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.65	0.00								

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UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00									
	Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49									
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	18.69	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.71	36.35								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15								
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	8.30	149.53	103.85	75.05	15.63						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39								
	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	7.22	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	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	10.86	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		24.97	3.52								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		26.46	5.01								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.11	49.74								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
		CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCDI	OCOSL		23.02									
	Rearrangements																
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.61	44.15								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04								
LOOP MODIFICATION																	

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		487.23									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		6.25									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		169.25									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		38.65									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.96	51.84	13.44	47.50	5.26						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	9.37	55.91	17.51	49.71	6.60						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.66	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		48.66	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95								
	Unbundled Sub-Loop Modification																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect							
						Rec	First	Add'l	First	Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		15.58	15.58								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02									
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																

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UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0091										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0091										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - DS1 - per mile			U1TD1	1L6XX	0.1856										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	89.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	3.87										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56						
	UNBUNDLED DARK FIBER - Stand Alone or In Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		751.34	193.88								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used In Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	48.00	6.31						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.88	244.42	154.73	67.10	26.27						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.92										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03						

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UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L6XX	3.87										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	3.87										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.80						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	211.19	115.60	56.54	12.16	4.26						
	Voice Grade COCI in combination			UNCVX	1D1VG	1.38	6.71	4.84								
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.10	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	2.10	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	3.66	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	3.66	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00						
	DS1 COCI in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		8.96	8.96									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		38.82	16.12								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Customer Reconfiguration Establishment						1.63		1.63							
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77						
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.86						
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77						
Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	16.35										
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.90	18.90								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Usage, Per TCAP Message					0.0000607bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000152bk										
LNP Query Service																
	LNP Charge Per query					0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						656.50	334.88	297.03	218.40						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9P6EU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locale Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.73	0.00	6.13	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDC, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.51	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.85	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.97	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.51	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.85	40.02	9.99	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.97	40.02	9.99	5.61	1.72						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		25.12	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		13.62	13.62								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.92								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		7.30	7.30								
	Manual Order Coordiantion for UVL-SL1s (per loop)			UEANL	UEAMC		18.92	18.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		57.79									
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40	0.00	0.00						
	2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40	0.00	0.00						
	2 Wire Unbundled Copper Loop Non-Designed-Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40	0.00	0.00						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		18.92	18.92								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		7.30	7.30								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		25.12	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		13.62	13.62								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	11.57	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	16.95	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	33.08	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	11.57	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	16.95	79.85	24.65	18.92	7.87						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	33.08	79.85	24.65	18.92	7.87						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		25.06	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.55	5.03								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.19	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	17.80	93.01	28.17	19.52	8.12						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	21.68	93.01	28.17	19.52	8.12						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	30.25	93.01	28.17	19.52	8.12						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		25.06	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.55	5.03								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	180.06	35.25	18.23	8.97						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	180.06	35.25	18.23	8.97						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	180.06	35.25	18.23	8.97						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		120.98	33.04								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00						
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		44.69	29.29								
	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	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.48	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.48	44.69	31.55	0.00	0.00						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		44.69	31.55								
	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	10.39	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		44.69	31.55								
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	41.02	211.93	72.49	38.24	7.20						
		4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	46.41	211.93	72.49	38.24	7.20						
		4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	62.03	211.93	72.49	38.24	7.20						
		Switch-As-Is Conversion rate per UNE Loop. Single LSR. (per DS1)			USL, NTCD1	URESL		25.06	3.53								
		Switch-As-Is Conversion rate per UNE Loop. Spreadsheet. (per DS1)			USL, NTCD1	URESP		26.55	5.03								
		CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		100.91	42.97								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	21.86	196.66	37.00	18.82	7.20						
		4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	28.36	196.66	37.00	18.82	7.20						
		4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	38.22	196.66	37.00	18.82	7.20						
		4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	21.86	196.66	37.00	18.82	7.20						
		4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	28.36	196.66	37.00	18.82	7.20						
		4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	38.22	196.66	37.00	18.82	7.20						
		4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	21.86	196.66	37.00	18.82	7.20						
		5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	28.36	196.66	37.00	18.82	7.20						

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	38.22	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	21.86	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	28.36	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	38.22	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	21.86	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	28.36	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	38.22	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	21.86	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	28.36	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	38.22	196.66	37.00	18.82	7.20						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		25.06	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		28.55	5.03								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		101.95	49.66								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		44.69	31.55								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00						
	CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		44.69	31.55								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.92	18.92								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		57.79									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		79.85	24.65								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		79.85	24.65								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		120.98	33.02								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.91	42.97								
LOOP MODIFICATION																

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91									
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		255.76									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		7.29									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		175.09									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		51.61									
	Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	3.61	28.46	3.85	2.20	0.01						
	Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	7.67	31.07	4.79	2.27	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.52	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	10.18	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	19.51	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	5.93	31.07	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.71	31.07	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.85	31.07	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.92	18.92								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.61	28.46	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.92	18.92								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	7.67	31.07	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.92	18.92								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		25.12	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		13.62	13.62								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.94	28.46	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.51	28.46	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.22	28.46	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.92	18.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.37	31.07	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	6.32	31.07	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	9.10	31.07	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.92	18.92								
	Loop tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		25.12	0.00								

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic Additional Half Hour			UEF	URETA		13.62	13.62								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop			UEF	ULMBT		17.91	17.91								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.533	25.12	12.28								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		32.86	20.69								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		56.03	43.86								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		2.45	2.45								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		2.45	2.45								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNIDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		15.19	15.19								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		19.85	19.85								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.82	0.82								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.6297	20.10	12.40	7.68	4.30						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.6288	20.10	12.40	7.68	4.30						
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	UNE Loop Rates for Line Splitting (In Ga. PSC ordered the line splitting loop USOCs match the lower port- loop combo rates UEPLX)															
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEALS	9.56	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEABS	9.56	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEALS	14.86	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEABS	14.86	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEALS	31.66	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEABS	31.66	10.05	7.36	1.37	1.28						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0197	0.00	0.00								
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0188	0.00	0.00	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0057										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	12.87	48.46	19.48	16.58	5.00						
	Interoffice Channel - 2-Wire Voice Grade Rev Bal. - per mile			U1TVX	1L5XX	0.0057										

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	12.87	48.46	19.48	16.58	5.00						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0057										
	Interoffice Channel - 4- Wire Voice Grade - Facillity Termination			U1TVX	U1TV4	10.78	48.46	19.48	16.58	5.00						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0057										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	7.83	48.46	19.48	16.58	5.00						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0057										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	7.83	48.46	19.48	16.58	5.00						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1154										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	34.19	111.03	80.28	31.36	21.73						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.53										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	342.02	320.47	86.32	66.77	52.81						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	2.53										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	358.67	320.47	86.32	66.77	52.81						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	23.29										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,776.53	89.75	73.53	18.70						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.97										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	253.38	1,753.23	131.90	112.91	75.88						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	10.97										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	305.42	1,753.23	131.90	112.91	75.88						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	17.80	195.94	36.38	18.42	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	21.68	195.94	36.38	18.42	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	30.25	195.94	36.38	18.42	6.86						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.82	195.94	36.38	18.42	6.86						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	26.26	195.94	36.38	18.42	6.86						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.17	195.94	36.38	18.42	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	41.02	209.45	70.44	37.91	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	46.41	209.45	70.44	37.91	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	62.03	209.45	70.44	37.91	6.86						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.97										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	253.38	1,260.47	628.84	41.53	20.76						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.97										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	305.42	1,260.47	628.84	41.53	20.76						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0057										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	12.87	66.53	33.61	43.42	27.60						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0057										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.78	66.53	33.61	43.42	27.60						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0057										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD6	7.83	66.53	33.61	43.42	27.60						

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UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0057										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	7.83	66.53	33.61	43.42	27.60						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1154										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	34.19	87.76	45.73	43.80	27.97						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.53										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	342.02	325.91	77.07	49.56	32.88						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	2.53										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	358.67	325.91	77.07	49.56	32.88						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.62	23.78	2.03	0.79						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.74	7.66	0.7591	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	69.75	86.10									
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	121.90										
	Voice Grade COCI in combination			UNCVX	1D1VG	0.4689	27.33	2.90	16.86	1.04						
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.4689	27.33	2.90	16.86	1.04						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4689	27.33	2.90	16.86	1.04						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	0.9963	27.33	2.90	16.86	1.04						
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	0.9963	27.33	2.90	16.86	1.04						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.9963	27.33	2.90	16.86	1.04						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.66	27.33	2.90	16.86	1.04						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.66	27.33	2.90	16.86	1.04						
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.66	27.33	2.90	16.86	1.04						
	DS1 COCI in combination			UNC1X	UC1D1	7.35	27.33	2.90	16.86	1.04						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	7.35	27.33	2.90	16.86	1.04						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	7.35	27.33	2.90	16.86	1.04						
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	7.35	27.33	2.90	16.86	1.04						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	7.35	27.33	2.90	16.86	1.04						
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		5.70	5.70									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.95	16.17								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.40		1.63							
	DS1 DCS Termination with DS0 Switching					19.65	24.90	18.92	15.04	11.95						
	DS1 DCS Termination with DS1 Switching					7.09	18.18	12.20	11.14	8.05						

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 DCS Termination with DS1 Switching					125.62	24.90	16.92	15.04	11.95						
Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	13.98										
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.91	42.97								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit # project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.89	18.89								
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Usage, Per TCAP Message					0.000087bk										
	CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					.00bk										
LNP Query Service																
	LNP Charge Per query					0.0008034										
	LNP Service Establishment Manual						12.49		11.09							
	LNP Service Provisioning with Point Code Establishment						574.87	293.68	251.47	184.91						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,825.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.67									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		536.23									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	176.96										
	Service Order Charge			9PBDC	9PBSC		11.73									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

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UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		7.86	0.00	0.99	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						33.37	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.86	0.00								

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49	13.49								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering information - E.I.)			UEQ	UEQMU		13.49	13.49								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	33.22	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	33.22	134.89	81.87	73.65	14.88						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.44	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	29.26	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	34.25	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	85.08	164.11	112.36	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.44	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	16.44	146.77	95.02	71.38	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.18								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47						

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UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	86.47	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	114.10	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	297.76	306.69	174.44	65.83	14.55						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		26.44	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		101.09	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	27.59	157.81	106.06	78.91	18.66						
	5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	32.48	157.81	106.06	78.91	18.66						
	6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	27.59	157.81	106.06	78.91	18.66						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	36.37	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	36.37	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	36.37	157.81	106.06	78.91	18.66						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		24.96	3.52								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		26.44	5.01								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.13	49.75								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		23.01									
	Rearrangements																
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.04								
LOOP MODIFICATION																	

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UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		207.91	207.91								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		12.50	12.50								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		80.87	80.87								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		45.04	45.04								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.57	68.35	22.36	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.98	76.49	30.51	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		46.88	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		24.16	24.16								
	Unbundled Sub-Loop Modification																

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47								
	Network Interface Device (NID) - 1-5 lines			UENTW	UND16		115.96	91.91								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00										
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87						
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.58	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.58	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
		Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.01										
		Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
		Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
		Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0115										
		Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.34	31.78	22.77	8.75						
		Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0115										
		Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.34	31.78	22.77	8.75						
		Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.23										
		Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49						
		Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.97										
		Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75						
		Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.97										
		Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75						
	UNBUNDLED DARK FIBER																
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.74										
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
		DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.25										
		DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.31	551.38	338.08	173.00	120.42						
		STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	9.25										
		STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42						
ENHANCED EXTENDED LINK (EELs)																	
	Network Elements Used In Combinations																
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.06	125.22	60.48	59.69	7.84						
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.25										
		DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67						
		STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	9.25										
		STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	320.51	237.36	147.69	83.43	32.67						
		Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.01										
		Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.01										
		Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42						

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.01										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.01										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.19										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.09										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.8924	0.00						
	DS1/DS0 Channel System			UNC1X	MO1	113.33	57.26	14.74	1.86	1.67						
	DS3/DS1Channel System			UNC3X, UNCSX	MO3	158.20	115.48	56.53	15.12	5.30						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6228	6.71	4.84								
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.6228	6.71	4.84								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.32	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.32	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	6.71	4.84								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.84	6.71	4.84								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.84	6.71	4.84								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	6.71	4.84								
	DS1 COCI in combination			UNC1X	UC1D1	11.80	6.71	4.84								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.80	6.71	4.84								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.80	6.71	4.84								
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	11.80	6.71	4.84								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.80	6.71	4.84								
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		8.98	8.98									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.80	16.10								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Customer Reconfiguration Establishment						1.63		2.03							
	DS1 DCS Termination with DS0 Switching					25.69	32.88	23.58	21.09	15.88						
	DS1 DCS Termination with DS1 Switching					12.41	25.07	15.76	16.23	11.02						
	DS3 DCS Termination with DS1 Switching					154.20	32.88	23.58	21.09	15.88						
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.04								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.87	18.87								
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Usage, Per TCAP Message					0.0000656bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000164bk										
LNP Query Service																
	LNP Charge Per query					0.0008695										
	LNP Service Establishment Manual						13.82	13.82	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						953.27	487.00	431.95	317.61						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,814.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.57									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		533.00									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	179.88										
	Service Order Charge			9PBDC	9PBSC		7.86									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.90	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	23.33	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	48.43	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.90	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	23.33	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	48.43	36.54	16.87								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.93								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	1	1	UEQ	UEQ2X	12.40	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	1	2	UEQ	UEQ2X	14.32	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	1	3	UEQ	UEQ2X	16.87	35.27	15.60								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04								
	Loop Testing - Basic 1st Half Hour			UEQ	URETI		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	50.46	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	50.46	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.47	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.59	36.30								
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.20	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	30.81	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	38.32	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	60.39	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.47	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.59	36.30								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.09	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	35.28	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	65.18	113.34	76.96								
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.49	44.09								
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	12.29	117.08	68.36								

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	14.09	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	15.75	117.08	68.36								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.29	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	14.09	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	15.75	92.83	56.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.07	40.34								
	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	9.79	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.52	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.74	125.50	76.77								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.79	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.52	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.74	101.24	64.43								
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.00	40.34								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.24	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.65	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.34	153.26	104.54								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.24	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.65	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.34	129.00	92.20								
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.00	40.34								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	85.70	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	194.96	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	491.94	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		26.47	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		100.93	42.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	30.99	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	36.78	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	38.92	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	30.99	121.86	85.48								

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UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	36.78	121.86	85.48								
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	38.92	121.86	85.48								
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	30.99	121.86	85.48								
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	36.78	121.86	85.48								
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	38.92	121.86	85.48								
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	30.99	121.86	85.48								
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	36.78	121.86	85.48								
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	38.92	121.86	85.48								
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		24.98	3.52								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		26.47	5.01								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		101.97	49.67								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.29	116.18	67.46								
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	14.09	116.18	67.46								
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	15.75	116.18	67.46								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.29	91.92	55.12								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	14.09	91.92	55.12								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	15.75	91.92	55.12								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	22.27	139.69	90.96								
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.95	139.69	90.96								
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	10.99	139.69	90.96								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	22.27	115.43	78.63								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.95	115.43	78.63								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	10.99	115.43	78.63								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCDI	OCOSL		17.56									
	Rearrangements																
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.59	36.30								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.59	36.30								
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.49	44.09								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.97	49.67								
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.93	42.98								
LOOP MODIFICATION																	

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UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09	144.09								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16	86.16								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.57	63.89	30.06								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.75	63.89	30.06								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.45	63.89	30.06								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	11.76	76.75	42.92								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.84	76.75	42.92								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	19.27	76.75	42.92								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.91	51.48	17.65								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	6.58	57.54	23.71								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.26	63.89	30.06								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	10.07	63.89	30.06								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.70	63.89	30.06								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	8.03	76.75	42.92								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	10.71	76.75	42.92								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	6.08	76.75	42.92								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28								
	Unbundled Sub-Loop Modification																

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UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3454	14.72	14.72								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		42.26	27.83								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		62.86	48.43								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00										
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SPLITTING																	
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	17.97	10.29								
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	17.97	10.29								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.90	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.90	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	23.33	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	23.33	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	48.43	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	48.43	36.54	16.87	0.00	0.00						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0318	11.94	11.46	0.00	0.00						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0296	11.94	11.46	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - 2-Wire Voice Grade - per mile			UITVX	1L5XX	0.013										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			UITVX	U1TV2	22.60	39.36	26.62								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			UITVX	1L5XX	0.013										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.60	39.36	26.62								
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.81	39.36	26.62								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.013										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.61	39.36	26.62								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.013										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.61	39.36	26.62								
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.2652										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	70.47	86.69	79.44								
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	6.04										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	850.45	270.69	158.05								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	6.04										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TF5	830.19	270.69	158.05								
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.28										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.04										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	362.34	438.46	256.30								
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	10.04										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	374.56	438.46	256.30								
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09								
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09								
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09								
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.09	94.21	45.09								
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	35.28	94.21	45.09								
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	65.18	94.21	45.09								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09								
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89								
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89								
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89								
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.04										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	362.34	188.45	125.51								
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.04										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	374.56	188.45	125.51								
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.013										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	22.60	72.60	41.75								
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	19.81	72.60	41.75								

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UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.81	72.60	41.75								
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.61	72.60	41.75								
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.2652										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	70.47	143.58	103.88								
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	6.04										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	850.45	296.68	121.16								
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	6.04										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	630.19	296.68	121.16								
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.78	7.66	0.7263	0.00						
	DS1/DS0 Channel System			UNC1X	MO1	105.09	59.97	12.96								
	DS3/DS1Channel System			UNC3X, UNCSX	MO3	201.48	107.06	48.07								
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6497	5.91	4.26								
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.6497	5.91	4.26								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6497	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.38	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.38	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.38	5.91	4.26								
	2-wire ISDN COCI (BRITE) in combination			UNGNX	UC1CA	2.96	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.96	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.96	6.39	4.58								
	DS1 COCI in combination			UNC1X	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.78	5.91	4.26								
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		5.43	5.43									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		38.83	16.12								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Customer Reconfiguration Establishment						1.43									
	DS1 DCS Termination with DS0 Switching					19.58	24.81	19.09								
	DS1 DCS Termination with DS1 Switching					10.95	17.93	12.22								
	DS3 DCS Termination with DS1 Switching					149.41	24.81	19.09								
Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	15.43										
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.93	42.98								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.85	18.85								
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Usage, Per TCAP Message					0.000064bk										
	CCS7 Signaling Usage, Per ISUP Message					0.000016bk										
LNP Query Service																
	LNP Charge Per query					0.0008559										
	LNP Service Establishment Manual						12.16									
	LNP Service Provisioning with Point Code Establishment						576.33	294.40								
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,819.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.99									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.22									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.58										
	Service Order Charge			9PBDC	9PBSC		15.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.75	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.03	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.87	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	25.68	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEASL	43.85	37.92	17.55	23.48	5.25						

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order *Submitted* Elec per LSR	Svc Order *Submitted* Manually per LSR	Incremental *Charge* - Manual Svc Order vs. Electronic-1st	Incremental *Charge* - Manual Svc Order vs. Electronic-Add'l	Incremental *Charge* - Manual Svc Order vs. Electronic-Disc 1st	Incremental *Charge* - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	CLEC to CLEC Conversion Charge Without Outside Dispatch			UEANL	UREWO		15.75	8.92								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.51	13.51								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.20	8.20								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.19	18.19								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	1	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	1	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	1	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	1	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.20	8.20								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.51	13.51								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.97	19.97								
	CLEC to CLEC Conversion Charge Without Outside Dispatch			UEQ	UREWO		14.24	7.42								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	UEA, NTCVG	UEAL2	45.72	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA, NTCVG	UEAR2	45.72	105.96	68.28	52.82	10.37						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.50	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.56	36.29								
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.19	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	38.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 4		4	UEA, NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.50	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.56	36.29								
	2-WIRE ISDN DIGITAL GRADE LOOP															

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UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.46	44.07								
	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	11.11	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.04	40.33								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		85.98	40.33								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		85.98	40.33								

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UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	79.08	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 4		4	USL, NTCD1	USLXX	458.46	253.93	158.45	46.10	12.07						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		26.50	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		100.90	42.96								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps		4	UDL, NTCUD	UDL2X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps		4	UDL, NTCUD	UDL4X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	27.44	126.53	88.85	60.68	14.64						
	5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	34.55	126.53	88.85	60.68	14.64						
	6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	40.76	126.53	88.85	60.68	14.64						
	7 Wire Unbundled Digital Loop 9.6 Kbps		4	UDL, NTCUD	UDL9X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps		4	UDL, NTCUD	UDL19	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL, NTCUD	UDL56	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL, NTCUD	UDL64	32.25	126.53	88.85	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		26.50	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		101.94	49.66								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		95.21	42.40								

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		95.21	42.40								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		18.19									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.56	36.29								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.56	36.29								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.46	44.07								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.94	49.86								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.90	42.96								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.57	32.57								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.57	32.57								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.59	32.59								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	1		UEANL, UEF	USBSA		259.69									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	1		UEANL, UEF	USBSB		22.77									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1		UEANL	USBSC		178.47									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1		UEANL	USBSD		56.39									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.15	66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.51	66.18	31.14	45.36	6.71						

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.45	66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18.26	66.18	31.14	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13.82	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.29	53.32	18.26	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.40	59.60	24.56	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.97	19.97								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.60	5.13								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.60	5.13								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		279.81	6.15								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3366	30.56									
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UNID12		43.84	28.90								
	Network Interface Device (NID) - 1-6 lines			UENTW	UNID16		65.30	50.36								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.94	5.94								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.94	5.94								
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.12	24.12								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.58	25.58								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6652	0.6652								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	18.62	10.66	10.04	4.93						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	18.62	10.66	10.04	4.93						
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.03	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.03	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.87	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.87	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	25.68	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	25.68	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEALS	43.85	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEABS	43.85	37.92	17.55	23.48	5.25						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0288	12.37	11.87	6.04	5.45						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0268	12.37	11.87	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0098										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0098										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0098										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0098										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.88	40.77	27.57	17.26	7.11						

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0098										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.68	40.77	27.57	17.26	7.11						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.201										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	57.33	89.79	82.28	18.86	14.90						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.76										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	641.90	280.37	163.70	62.08	60.29						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.76										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	644.21	280.37	163.70	62.08	60.29						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.27										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		842.79	138.67	326.97	200.85						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.20										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	326.15	454.13	265.47	123.23	86.19						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	11.20										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	338.55	454.13	265.47	123.23	86.19						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire VG Loop (SL2) in Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37						
	2-Wire ISDN Loop in Combination - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDLS6	27.44	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDLS6	34.55	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDLS6	40.76	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDLS6	32.25	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	129.36	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	11.20										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	326.15	454.13	265.47	123.23	86.19						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	11.20										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	338.55	454.13	265.47	123.23	86.19						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0098										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0098										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0098										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	14.04	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0098										

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	14.04	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.201										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.76										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	579.12	280.37	163.70	62.08	60.29						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.76										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	581.21	280.37	163.70	62.08	60.29						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.60	23.78	1.96	0.76						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.72	7.66	0.7201	0.00						
	DS1 to DS0 Channel System per month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10						
	DS3 to DS1 Channel System per month			UNC3X, UNCSX	MQ3	170.63	179.17	94.52	34.30	32.82						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.5737	6.62	4.74								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.5737	6.62	4.74								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.5737	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.22	6.62	4.74								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.22	6.62	4.74								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.22	6.62	4.74								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.62	6.62	4.74								
	2-wire ISDN COCI (BRITE) - for Local Loop			UDN	UC1CA	2.62	6.62	4.74								
	2-wire ISDN COCI (BRITE) - for connection to DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.62	6.62	4.74								
	DS1 COCI in combination			UNC1X	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Local Channel			ULDD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Interoffice Channel			U1TD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Loop			USL	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	12.96	6.62	4.74								
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFGX	UNCCC		5.63	5.63									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.87	16.14								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Customer Reconfiguration Establishment						1.49		1.90							
	DS1 DCS Termination with DS0 Switching					20.81	25.69	19.77	17.15	13.79						
	DS1 DCS Termination with DS1 Switching					10.73	18.57	12.85	12.60	9.24						
	DS3 DCS Termination with DS1 Switching					145.05	25.69	19.77	17.15	13.79						
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.90	42.96								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.87	18.87								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Usage, Per TCAP Message					0.0000597bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000149bk										
LNP Query Service																
	LNP Charge Per query					0.0008477										
	LNP Service Establishment Manual						12.59	12.59	11.58	11.58						
	LNP Service Provisioning with Point Code Establishment						596.94	304.96	270.49	198.89						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,822.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.29									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.11									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.43										
	Service Order Charge			9PBDC	9PBSC		15.75									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect							
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						0.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.82	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.21	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	24.08	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.82	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.21	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	24.08	36.54	16.87								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.74	8.92								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04								
	Manual Order Coordination for UVL-SLTs (per loop)			UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.93	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	12.75	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.92	35.27	15.60								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.93	0.68								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.23	7.41								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	25.23	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	25.23	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.49	36.26								
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.20	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	19.52	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	24.74	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	46.11	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.49	36.26								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.78	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	26.16	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	35.37	113.34	76.96								
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.39	44.04								
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	10.14	117.08	68.36								

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.59	117.08	68.36								
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.28	117.08	68.36								
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.14	92.83	56.02								
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.59	92.83	56.02								
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.28	92.83	56.02								
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		78.06	32.38								
	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	7.95	125.50	76.77								
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.15	125.50	76.77								
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.53	125.50	76.77								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.95	101.24	64.43								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.15	101.24	64.43								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.53	101.24	64.43								
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		78.00	32.38								
	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	11.01	153.26	104.54								
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.20	153.26	104.54								
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	13.49	153.26	104.54								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.01	129.00	92.20								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.20	129.00	92.20								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	13.49	129.00	92.20								
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		78.00	32.38								
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	63.62	245.16	152.98								
		4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	104.40	245.16	152.98								
		4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	210.22	245.16	152.98								
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		25.03	3.53								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		26.52	5.02								
		CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		100.82	42.93								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	21.98	121.86	85.48								
		4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	27.58	121.86	85.48								
		4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	43.08	121.86	85.48								
		4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	21.98	121.86	85.48								
		4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	27.58	121.86	85.48								
		4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	43.08	121.86	85.48								
		4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	21.98	121.86	85.48								
		5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	27.58	121.86	85.48								
		6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	43.08	121.86	85.48								
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	21.98	121.86	85.48								

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UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect								
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
											OSS Rates($)					
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	27.58	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	43.08	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		101.86	49.62								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.14	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.59	116.18	67.46								
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.28	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.14	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.59	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.28	91.92	55.12								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		89.06	34.45								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	13.10	139.69	90.96								
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	15.17	139.69	90.96								
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	17.03	139.69	90.96								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	13.10	115.43	78.63								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	15.17	115.43	78.63								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	17.03	115.43	78.63								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		89.06	34.45								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		17.56									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.49	36.26								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.49	36.26								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.39	44.04								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.86	49.62								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.82	42.93								
LOOP MODIFICATION																

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UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rac	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.70	63.89	30.06								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.93	63.89	30.06								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.79	63.89	30.06								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	10.81	76.75	42.92								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	14.16	76.75	42.92								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	24.67	76.75	42.92								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.34	51.48	17.65								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.18	57.54	23.71								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Service Order charges will apply only once per sub-loop																
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.43	63.89	30.06								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.04	63.89	30.06								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.79	63.89	30.06								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.34	76.75	42.92								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.62	76.75	42.92								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.04	76.75	42.92								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPF	0.51	14.72	14.72								
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		86.37	56.69								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		127.93	98.21								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73								
		Network Interface Device (NID) - 2-Wire Voice Grade					1.01	1.42	1.42								
		Network Interface Device (NID) - 4-Wire Voice Grade					1.14	1.42	1.42								
		Network Interface Device (NID) - 2-Wire ISDN Digital Grade					1.01	1.42	1.42								
		Network Interface Device (NID) - 2-Wire ADSL Compatible					1.01	1.42	1.42								
		Network Interface Device (NID) - 2-Wire HDSL Compatible					1.01	1.42	1.42								
		Network Interface Device (NID) - 4-Wire HDSL Compatible					1.14	1.42	1.42								
		Network Interface Device (NID) - 4-Wire 19.2 kbps					1.14	1.42	1.42								
		Network Interface Device (NID) - 4-Wire 56 kbps					1.14	1.42	1.42								
		Network Interface Device (NID) - 4-Wire 64 kbps					1.14	1.42	1.42								
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SPLITTING																	
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61	15.53	7.79								
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.6409	17.97	10.29								
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.6325	17.87	10.29								
	UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.82	36.54	16.87	0.00	0.00						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.82	36.54	16.87	0.00	0.00						

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UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	24.08	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.08	36.54	16.87	0.00	0.00						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0309	19.77	14.95	0.00	0.00						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0287	33.96	32.08	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	12.12	39.36	26.62								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	12.12	39.36	26.62								
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	10.19	39.36	26.62								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	7.47	39.37	26.62								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	7.47	39.37	26.62								
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1938										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	31.06	86.69	79.44								
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.44										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	329.91	270.69	158.05								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.44										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	339.20	270.69	158.05								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.95										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	229.90	438.46	256.30								
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	12.95										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	257.82	438.46	256.30								
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.77										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.66								
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.96	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	35.37	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	43.06	385.26	72.08								

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08								
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08								
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08								
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
		DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.95										
		DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	229.90	3,073.55	1,245.84								
		STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	12.95										
		STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	257.82	3,073.55	1,245.84								
		Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0095										
		Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	12.12	131.81	78.34								
		Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0095										
		Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.19	131.81	78.34								
		Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0095										
		Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	7.47	131.81	78.34								
		Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0095										
		Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	7.47	131.81	78.34								
		Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1938										
		Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	31.06	234.02	162.52								
		Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.44										
		Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	329.91	802.81	146.02								
		Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.44										
		Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	339.20	802.81	146.02								
ADDITIONAL NETWORK ELEMENTS																	
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.76	23.80	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.92	7.66	0.7576	0.00						
		DS1/DS0 Channel System			UNC1X	MQ1	70.84	170.57									
		DS3/DS1Channel System			UNC3X	MQ3	84.32										
		Voice Grade COCI in combination			UNCVX	1D1VG	0.4329	54.14	17.51								
		Voice Grade COCI - for Local Loop			UEA	1D1VG	0.4329	54.14	17.51								
		Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4329	54.14	17.51								
		OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	0.9199	54.14	17.51								
		OCU-DP COCI (2.4-64kbs) - for Local Loop			UDL	1D1DD	0.9199	54.14	17.51								
		OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.9199	54.14	17.51								
		2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.53	54.14	17.51								
		2-wire ISDN COCI (BRITE) - for Local Loop			UDN	UC1CA	1.53	54.14	17.51								
		2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TU8	UC1CA	1.53	54.14	17.51								
		DS1 COCI in combination			UNC1X	UC1D1	8.43	54.14	17.51								
		DS1 COCI - for Local Loop			USL	UC1D1	8.43	54.14	17.51								
		DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.43	54.14	17.51								
		DS1 COCI - for Interoffice Channel			U1TD1	UC1D1	8.43	54.14	17.51								
		DS1 COCI - for Local Channel			ULDD1	UC1D1	8.43	54.14	17.51								

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		5.43	5.43								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.90	18.15								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.43	1.43								
	DS1 DCS Termination with DS0 Switching					21.64	24.81	19.09								
	DS1 DCS Termination with DS1 Switching					7.32	17.93	12.22								
	DS3 DCS Termination with DS1 Switching					136.07	24.81	19.09								
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	16.00										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.82	42.93								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.29	1.29								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.89	18.89								
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Usage, Per TCAP Message					0.0000374bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000094bk										
LNP Query Service																
	LNP Charge Per query					0.0007579										
	LNP Service Establishment Manual						12.16									
	LNP Service Provisioning with Point Code Establishment						578.33	294.43								
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,823.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.46									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.57									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMA	165.63										
	Service Order Charge			9PBDC	9PBSC		15.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Alt 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.69	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE9, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								

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UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.81	8.96								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.47	13.47								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.13	18.13								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.47	13.47								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.30	7.45								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.90	36.44								
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.24	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.90	36.44								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.82	44.25								
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	12.19	120.84	70.56	50.37	7.93						

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.38	40.48								
	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	9.58	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		101.30	43.13								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	29.93	126.66	89.12	59.35	14.61						
	5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	33.99	126.66	89.12	59.35	14.61						
	6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61						

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UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.34	49.85								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed Including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed Including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed Including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		18.13									
	Rearrangements																
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.90	38.44								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.90	38.44								
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.82	44.25								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.34	49.85								
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.30	43.13								
LOOP MODIFICATION																	

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UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment 2 Exh A:			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		241.42	241.42								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.69	22.69								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.84	177.84								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.58	55.58								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.41	53.13	18.21	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.36	59.38	24.47	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90								
	Unbundled Sub-Loop Modification																

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79								
	Network Interface Device (NID) - 1-8 lines			UENTW	UND18		64.42	49.53								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00										
	Unbundled OS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00										
	Unbundled OS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00										
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.04	24.04								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.49	25.49								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85						
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PEILS	0.0341	12.32	11.83	6.04	5.45						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VEILS	0.0317	12.32	11.83	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3415										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	8.02										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	8.02										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	36.41										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		640.51	138.17	317.76	198.11						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.26										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	12.26										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	10.68	105.98	68.43	53.05	10.61						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.26										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	12.26										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0167										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	21.29	40.63	27.47	16.77	6.91						

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UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3415										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	8.02										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	8.02										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	880.55	279.37	163.12	60.33	58.59						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	DS3/DS1Channel System			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.56	6.59	4.73								
	Voice Grade COCI - for Local Loop			UEA	1D1VG	0.56	6.59	4.73								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.19	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) - for Local Loop			UDL	1D1DD	1.19	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.59	4.73								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.56	6.59	4.73								
	2-wire ISDN COCI (BRITE) - for Local Loop			UDN	UC1CA	2.56	6.59	4.73								
	2-wire ISDN COCI (BRITE) - for connection to a channelized *DS1 Local Channel in the same SWC as collocation*			U1TUB	UC1CA	2.56	6.59	4.73								
	DS1 COCI in combination			UNC1X	UC1D1	8.64	6.59	4.73								
	DS1 COCI - for Local Loop			USL	UC1D1	8.64	6.59	4.73								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.64	6.59	4.73								
	DS1 COCI - for Interoffice Channel			U1TD1	UC1D1	8.64	6.59	4.73								
	DS1 COCI - for Local Channel			ULDD1	UC1D1	8.64	6.59	4.73								
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		5.61	5.61									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.69	16.06								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.48	1.48								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.48	1.48								
	Access to DCS - Customer Reconfiguration (FlexServ)															

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Customer Reconfiguration Establishment						1.48		1.85							
	DS1 DCS Termination with DS0 Switching					27.96	25.60	19.70	16.67	13.41						
	DS1 DCS Termination with DS1 Switching					12.67	18.51	12.61	12.24	8.98						
	DS3 DCS Termination with DS1 Switching					176.51	25.60	19.70	16.67	13.41						
Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	14.55										
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.30	43.13								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.90	18.90								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Usage, Per TCAP Message					0.0000692bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000173bk										
LNP Query Service																
	LNP Charge Per query					0.0008837										
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07						
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	181.29										
	Service Order Charge			9PBDC	9PBSC		15.69									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1												
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.59	31.99	20.02	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	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.59	31.99	20.02	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	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URETI		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		25.33	25.33								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29									
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.86								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.23	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	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	12.30	156.95	64.54	69.64	16.93			20.35	10.54	13.32	13.32

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UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Sxn A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	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	9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	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	12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	76.98	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	128.54	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		34.29									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		75.06	36.41								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		75.06	36.41								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.77	44.22								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.28	49.82								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		130.47	40.11								
LOOP MODIFICATION																
	Service Order charges will only apply once per Loop															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.56			20.35	10.54	13.32	13.32
	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	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82								

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32	13.32
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32	13.32
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - Stand Alone															
	Interoffice Channel - 2-Wire Voice Grade - per mile			UITVX	1L5XX	0.0054										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			UITVX	UITV2	18.58	56.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			UITVX	1L5XX	0.0054										

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0054										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	9.80	10.54
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0174										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0174										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3562										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.34										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	2.34										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	UNBUNDLED DARK FIBER - Stand Alone or In Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.74										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,121.00	153.19								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.19										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	9.19										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	389.35	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.96	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	28.63	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop In Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.19										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	374.24	1,260.47	628.84	106.76	45.24			36.84	36.84	19.01	19.01
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	9.19										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	389.35	1,260.47	628.84	79.87	24.88			36.84	36.84	19.01	19.01
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0174										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08	8.66	8.66
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3562										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.64
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.34										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	848.99	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	2.34										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TPS	849.30	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637							
	DS1/DS0 Channel System			UNC1X	MO1	80.77	105.76	14.48	3.04	2.74						
	DS3/DS1Channel System			UNC3X, UNCSX	MO3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
	Voice Grade COCI in combination			UNCVX	1D1VG	0.91	5.70	4.42								
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.91	5.70	4.42								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.91	5.70	4.42								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.82	5.70	4.42					20.35	9.80	11.49	1.18
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.82	5.70	4.42								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.82	5.70	4.42								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	17.58	5.70	4.42								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TU8	UC1CA	17.58	5.70	4.42								
	DS1 COCI in combination			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	17.58	5.70	4.42								
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		52.73	24.62									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		34.53	15.11								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.40	1.40								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.40	1.40								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.40	1.40								
	Access to DCS - Customer Reconfiguration (FlexServ)															

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UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)				
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Customer Reconfiguration Establishment						2.78		3.32							
	DS1 DCS Termination with DS0 Switching					23.35	41.14	34.25	29.94	24.08						
	DS1 DCS Termination with DS1 Switching					13.45	27.79	20.90	21.99	16.12						
	DS3 DCS Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08						
Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	17.11										
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		130.47	40.11								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.93	18.93								
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Usage, Per TCAP Message					0.0000916bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										
LNP Query Service																
	LNP Charge Per query					0.0009277										
	LNP Service Establishment Manual						23.60	13.83	23.60	12.71						
	LNP Service Provisioning with Point Code Establishment						1,119.00	571.71	1,119.00	571.71						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		170.69									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		501.06									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	191.92										
	Service Order Charge			9PBDC	9PBSC		23.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are Interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.05										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.70										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.16										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.05										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.70										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.16										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.89										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.54										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.89										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.54										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	94.93										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	177.31										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	361.70										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	355.33										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	367.80										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	69.18										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	809.05										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	806.58										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	94.93										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	11.08										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	408.83										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	809.05										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	11.08										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	422.98										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94										
	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	12.49										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	101.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.44										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	511.65										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.44										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	564.18										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40										

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UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh. B: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	9.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	10.45										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	16.65										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	9.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	10.45										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	16.65										
	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	I	1	UHL	UHL4X	11.95										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	13.80										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	21.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	11.95										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	13.80										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	21.93										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	47.17										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	53.37										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	71.33										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.62										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	291.39										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.62										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	351.23										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.13										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	39.32										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.91										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	393.32										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.92										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	412.47										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

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Attachment: 2 Exh. B

UNBUNDLED NETWORK ELEMENTS - Georgia																	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	47.17										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	53.37										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	71.33										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.13										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	39.32										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.51										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	335.10										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.91										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	393.32										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.51										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	403.92										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.91										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	412.47										

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.99										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.20										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.99										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.20										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	1	2	UHL	UHL4X	18.03										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.53										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.03										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.53										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	99.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	131.22										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	342.42										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	354.56										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	368.59										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.26										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	110.45										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.72										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1351.42										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.72										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1321.94										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Kentucky

Attachment: 2 Exh. B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	99.44										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	131.22										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	342.42										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.22										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	90.87										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.23										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	407.74										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1111.92										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.23										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	423.87										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1087.66										

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.26										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.25										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.65										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.26										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.25										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.65										
	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	18.68										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	19.15										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.94										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	19.15										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.94										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	98.56										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	224.20										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	565.73										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.55										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	416.69										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.55										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	430.74										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.30										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	81.04										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	6.95										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	978.02										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.95										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	954.72										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

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UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	13.28										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	479.19										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.95										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	978.02										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	13.28										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	495.36										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.95										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72										

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

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UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	738.18										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.47										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	740.84										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.79										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75										
	4-wire DS1 Digital Local Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.81										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	431.33										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.47										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	738.18										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.81										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	447.73										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.47										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	740.84										

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.14										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.52										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.96										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.14										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.52										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.96										
	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	12.66										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.03										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.51										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.66										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.03										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.51										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.16										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	120.06										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	241.75										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.89										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	264.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.89										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	296.49										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2229										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	35.87										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	379.40										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	390.08										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates ($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	73.16										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	120.06										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	241.75										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2229										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	35.72										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.89										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	264.36										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.11										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	379.40										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.89										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	390.08										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.11										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	390.08										

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.02										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	12.56										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.11										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.02										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	12.56										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.11										
	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	18.42										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.48										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.42										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.48										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.37										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	91.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	158.40										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	263.52										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.10										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	352.31										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.10										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	360.51										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.39										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	86.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1012.75										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1012.63										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	70.97										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.10										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	352.31										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	7.38										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	810.20										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.10										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	360.51										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	7.38										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	810.11										

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.09										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.61										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.74										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.09										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	16.61										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.74										
	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	14.26										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.37										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	35.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	14.26										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	35.68										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	59.09										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	88.53										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	147.82										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.40963										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	89.54										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70										
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONETS																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	59.09										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	88.53										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	147.82										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.40963										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.54										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	430.38										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	983.22										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10.57										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	447.75										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.69										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70										

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 Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 Definitions: (For the purpose of this Attachment)

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

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Image Access.

2.4 **911 Service** is as described in this Attachment.

2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).

2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).

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

2.8 **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 The Telcordia® LERG™ Routing Guide (LERG).

2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.10 **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.

2.11 **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.

2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.

2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.

2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Image Access.

2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.

2.16 **ISP-Bound Traffic** is as defined in this Attachment.

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

2.18 **Local Traffic** is as defined in this Attachment.

2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.

2.23 **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.

2.24 **Transit Traffic** is traffic originating on Image Access'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 Image Access's network.

3 Network Interconnection

3.1 This Attachment pertains only to the provision of network interconnection where Image Access owns, leases from a third party or otherwise provides its own 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 (BFR/NBR) Process set forth in Attachment 11.

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 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 Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll 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 Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if Image Access elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Image Access 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 and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Image Access's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Image Access 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 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.

3.4.3 Upon verbal request by Image Access, BellSouth shall allow Image Access access to the fusion splice point for the Fiber Meet point for maintenance purposes on Image Access's side of the Fiber Meet point.

3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

4.1 BellSouth and Image Access 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 Attachment. 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 Image Access shall establish an interconnection trunk group(s) to at least one (1) BellSouth access tandem within the LATA for the delivery of Image Access's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Image Access desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Image Access has established interconnection trunk groups, Image Access shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.

4.2.1 Notwithstanding the forgoing, Image Access shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Image Access has homed (i.e., assigned) its NPA/NXXs. Image Access 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. Image Access 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 IXCs based on Image Access's NXX access tandem homing arrangement as specified by Image Access in the LERG.

4.4 Any Image Access interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Image Access from a BellSouth switch, and (3) requires

special BellSouth switch translations and other network modifications will require Image Access to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.

4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Image Access 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 intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Image Access shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where Image Access 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 Access Service Request (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 each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Image Access'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 one hundred ninety-two (192) 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, ISP-Bound Traffic and IntraLATA Toll Traffic. Image Access shall order such two-way trunks via the 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 in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local

Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

4.10.2 BellSouth Access Tandem Interconnection. 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:

4.10.2.1 Basic Architecture. In the basic architecture, Image Access's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Image Access and BellSouth Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Image Access and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Image Access desires to exchange traffic. This trunk group also carries Image Access originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Image Access. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Image Access-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth end users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Image Access end users. A two-way trunk group provides Intratandem Access for Image Access's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Image Access and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Image Access exchanges traffic. This trunk group also carries Image Access originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Image Access. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Image Access and BellSouth. In addition, a separate two-way transit trunk group must be established for Image Access's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Image Access and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Image Access exchanges traffic. This trunk group also carries Image Access originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Image Access. However, where Image Access is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Image Access's Transit Traffic are exchanged on a single two-way trunk group between Image Access and BellSouth to provide Intratandem Access to Image Access. This trunk group carries Transit Traffic between Image Access and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Image Access desires to exchange traffic. This trunk group also carries Image Access originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Image Access. However, where Image Access is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 Where Image Access does not choose access tandem interconnection at every BellSouth Access Tandem within a LATA, Image Access must utilize BellSouth's MTA interconnection. To utilize MTA Image Access must establish an interconnection trunk group(s) at a minimum of one (1) BellSouth Access Tandem

within each LATA as required. BellSouth will route Image Access's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Image Access must also establish an interconnection trunk group(s) at all BellSouth Access Tandems where Image Access NXXs are homed as described in Section 4.2.1 above. If Image Access 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, Image Access can order MTA in each BellSouth Access Tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Image Access's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those BellSouth Access Tandems where Image Access does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.2.5.2 Image Access 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 IXC. Switched access traffic originated by or terminated to Image Access will be delivered to and from IXCs based on Image Access's NXX access tandem homing arrangement as specified by Image Access in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent Image Access does not purchase MTA in a LATA served by multiple Access Tandems, Image Access must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent Image Access routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Image Access shall pay BellSouth the associated MTA charges.

4.10.3 Local Tandem Interconnection

4.10.3.1 Local Tandem Interconnection arrangement allows Image Access to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Image Access-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth End Offices 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.

4.10.3.2 When a specified local calling area is served by more than one (1) BellSouth local tandem, Image Access must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems.

Additionally, Image Access 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. Image Access may deliver Local Traffic and ISP-Bound 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 Image Access does not choose to establish an interconnection trunk group(s). It is Image Access'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 Image Access's codes. Likewise, Image Access shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Image Access must also establish an interconnection trunk group(s) to BellSouth Access Tandems within the LATA on which Image Access has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access 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 Section A35 of BellSouth's GSST).

4.10.3.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Image Access has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.4 Direct End Office-to-End Office Interconnection

4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.4.2.1 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 Image Access and BellSouth.

4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between Image Access's switch and a BellSouth End Office and

where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic 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.

4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.5 Transit Traffic Trunk Group

4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by Image Access to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. Image Access shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.

4.10.5.2 Toll Free Traffic

4.10.5.2.1 If Image Access chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Image Access originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.5.2.2 Image Access may choose to perform its own Toll Free database queries from its switch. In such cases, Image Access will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Image Access will route the post-query local or IntraLATA converted ten (10)-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Image Access will route the post-query local or intraLATA converted ten (10)-digit local number to BellSouth over the Transit Traffic Trunk Group and Image Access shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Image Access will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Image Access's network but that are connected to BellSouth's Access Tandem.

4.10.5.2.3 All post-query Toll Free calls for which Image Access 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 a BellSouth Access Tandem within the LATA.

5 Network Design And Management For Interconnection

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

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 DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Image Access chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the Image Access switch and the BellSouth STP. BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Forecasting for Trunk Provisioning

6.1 Within six (6) months after execution of this Agreement, Image Access shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Image Access's forecast, the Parties shall conduct 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.

6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Image Access-to-BellSouth one-way trunks (Image Access Trunks), BellSouth-to-Image Access one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total

forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Image Access 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).

6.2 Once initial interconnection trunk forecasts have been developed, Image Access shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Image Access shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.

6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. 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.

6.4 Trunk Utilization

6.4.1 For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Image Access shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. Subject to Section 6.4.2 below, BellSouth may disconnect any under-utilized BellSouth Final Trunk Groups and Image Access shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

6.4.2 BellSouth's CISC will notify Image Access of any under-utilized BellSouth Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the

designated Image Access interface. Image Access 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 traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Image Access expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Image Access to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Image Access. The due date of these orders will be four (4) weeks after Image Access was first notified in writing of the underutilization of the trunk groups.

6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6.4.4 For the two-way trunk groups, BellSouth and Image Access shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. BellSouth will request the disconnection of any under-utilized two-way trunk(s) and Image Access shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

6.4.4.1 BellSouth's CISC will notify Image Access of any under-utilized two-way 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 Image Access interface. Image Access will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Image Access expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with Image Access to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Image Access will issue disconnect orders to BellSouth. The due date of these orders will be four (4) weeks after Image Access was first notified in writing of the under-utilization of the trunk groups.

6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

7.1 BellSouth and Image Access shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 Interconnection Compensation

8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from a calling party located in one exchange and terminates in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of BellSouth's GSST.

8.1.1.1 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.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, 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 (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.

8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.

8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.

8.1.7 If Image Access assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Image Access customer physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Image Access customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Image Access agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Image Access at BellSouth's FCC No. 1 Tariff rates.

8.2 If Image Access does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole Image Access NPA/NXXs on ~~which~~ to charge the applicable rates for originating network access service as reflected in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.. BellSouth shall make appropriate billing adjustments if Image Access can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.3 Jurisdictional Reporting

8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. 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 thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) 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.

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

8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's intrastate Access Services Tariff will apply to Image Access. 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 thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where BellSouth has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at BellSouth's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by Image Access. In the event that BellSouth opts to utilize its own data to determine jurisdictional reporting factors, BellSouth shall notify Image Access at least fifteen (15) days prior to the beginning of the calendar quarter in which BellSouth will begin to utilize its own data.

8.3.5 Audits. On thirty (30) days written notice, Image Access must provide BellSouth the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. Image Access shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by Image

Access. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by BellSouth. Image Access's PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two (2) quarters following the completion of the audit. If, as a result of an audit, Image Access is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, Image Access shall reimburse BellSouth for the cost of the audit.

8.4 Compensation for IntraLATA 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. Image Access will pay BellSouth the database query charge as set forth in the applicable BellSouth intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Image Access will be responsible for any applicable Common Channel Signaling (SS7) charges.

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.

8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). BellSouth's provision of 8XX TFD to Image Access requires interconnection from Image Access to BellSouth's 8XX Signal Channel Point. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Image Access shall establish SS7 interconnection at the BellSouth LSTPs serving the BellSouth 8XX Signal Channel Points that Image Access desires to query. The terms and conditions for 8XX TFD are set out in the appropriate BellSouth Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN 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 or method of originating or terminating the call, a

call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If a BellSouth end user chooses Image Access as their presubscribed interexchange carrier, or if a BellSouth end user uses Image Access as an interexchange carrier on a 101XXXX basis, BellSouth will charge Image Access the appropriate BellSouth tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

8.5.4 When Image Access's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, 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 Image Access as 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. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 When Image Access's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Image Access, as the End Office 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. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

8.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.5.6 Image Access agrees not to deliver switched access traffic to BellSouth for termination except over Image Access ordered switched access trunks and facilities.

8.6 Transit Traffic

8.6.1 BellSouth shall provide tandem switching and transport services for Image Access's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Image Access and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with BellSouth shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.6.2 The delivery of traffic that transits the BellSouth network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Image Access is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Image Access. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Image Access shall reimburse BellSouth for such charges or costs.

8.7 For purposes of intercarrier compensation, BellSouth will not be responsible for any compensation associated with the exchange of traffic between Image Access and a CLEC utilizing BellSouth switching. Where technically feasible, BellSouth will use commercially reasonable efforts to provide records to Image Access to identify those CLECs utilizing BellSouth switching with whom Image Access has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between Image Access and the CLEC utilizing BellSouth switching.

8.7.1 Image Access is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing BellSouth switching. BellSouth will not be liable for any compensation to the terminating carrier or to Image Access. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of such traffic, Image Access shall reimburse BellSouth for all such charges or costs.

8.8 Image Access shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to BellSouth as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 Ordering Charges

9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.

9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 Basic 911 and E911 Interconnection

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. BellSouth will provide to Image Access 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 (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Image Access 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 ten (10) digit directory number as stated on the list provided by BellSouth. Image Access will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, Image Access will be required to begin using E911 procedures.

10.3 E911 Interconnection. Image Access shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Image Access shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Image Access will be required to provide BellSouth daily updates to the E911 database. Image Access 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, Image Access will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Image Access 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.

10.4 Trunks and facilities for 911 Interconnection may be ordered by Image Access from BellSouth pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

11 SS7 Network Interconnection

11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to Image Access's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

11.2 Signaling Call Information. BellSouth and Image Access will send and receive ten (10) digits for Local Traffic. Additionally, BellSouth and Image Access 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.

11.3 SS7 Network Interconnection is the interconnection of Image Access LSTP switches or Image Access local or tandem switching systems with BellSouth STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Image Access local or tandem switching systems, and other third party switching systems directly connected to the BellSouth SS7 network.

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

11.3.2 If traffic is routed based on dialed or translated digits between a Image Access 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 (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the Image Access LSTP switches and BellSouth or other third party local switch.

11.3.3 SS7 Network Interconnection shall provide:

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

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

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

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

11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.

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

11.3.7 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.

11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Image Access or Image Access-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

11.4.1 A-link interface from Image Access local or tandem switching systems; and

11.4.2 B-link interface from Image Access STPs.

11.4.3 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.

11.4.4 BellSouth shall provide intraoffice diversity between the Signaling Point 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.

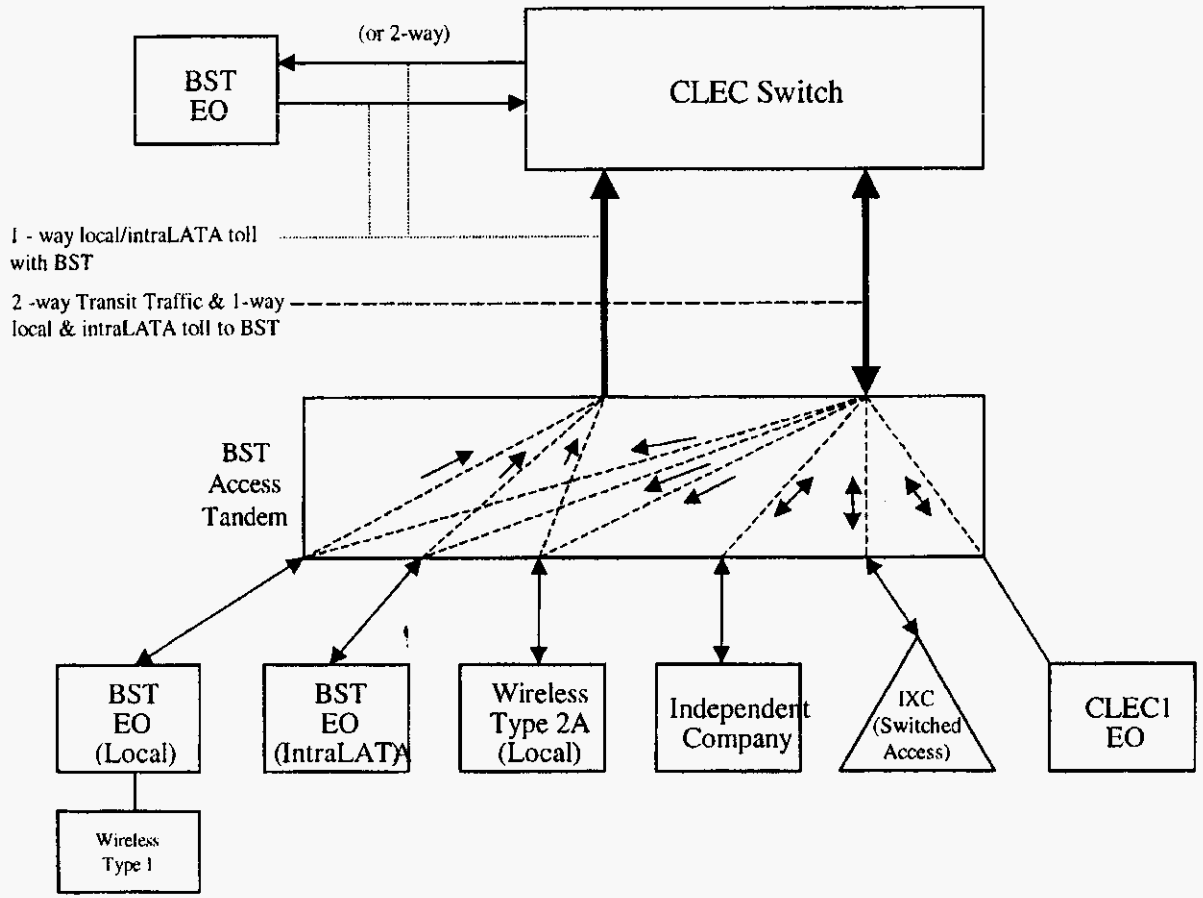
11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

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

11.5 Rates. The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges as set forth in Exhibit A for CCS7signaling messages associated with Local Traffic. The portion of CCS7 signaling messages utilized for Local Traffic, which are subject to bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in BellSouth's Jurisdictional Factors Reporting Guide. The remaining portion of the CCS7 signaling messages, signaling ports, and signaling links, i.e. the portion associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Exhibit B

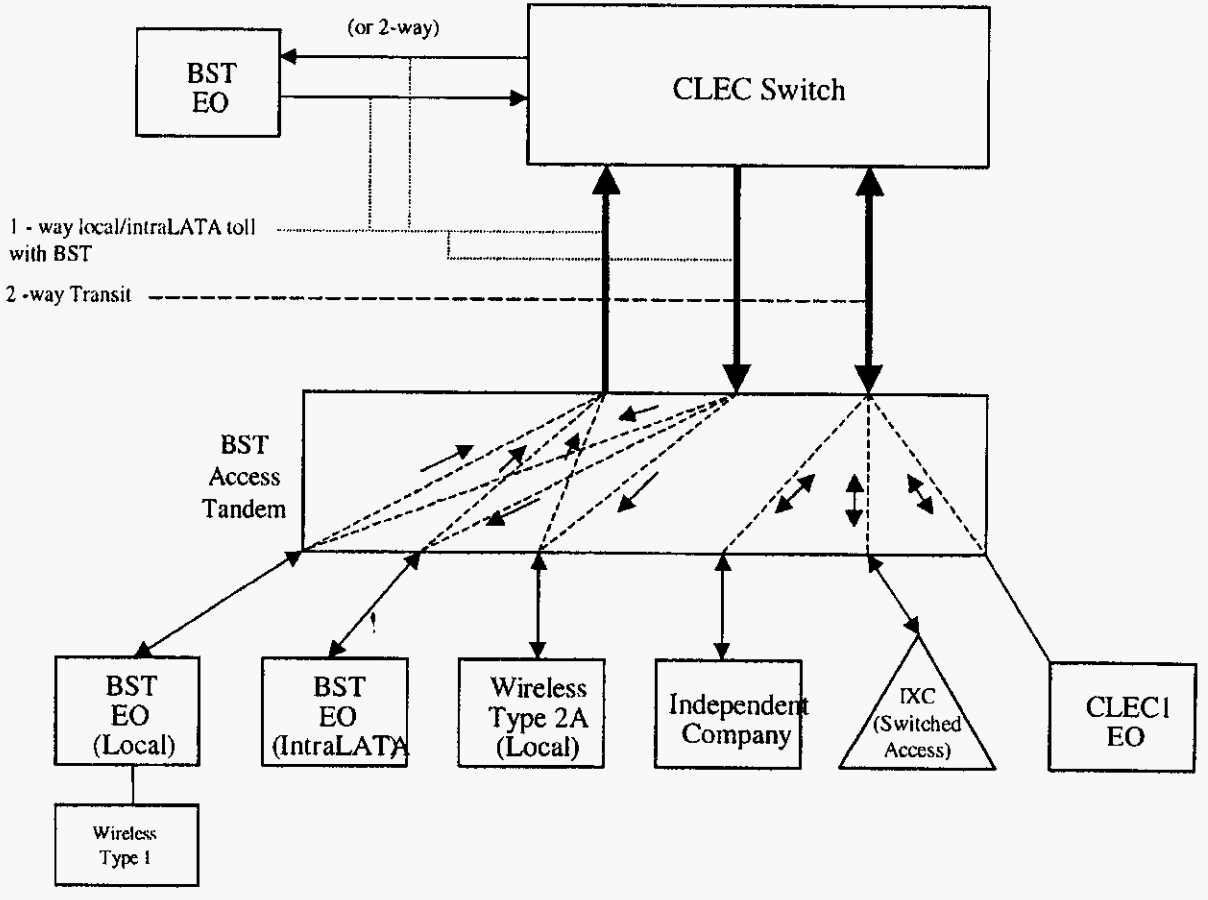
Basic Architecture



Version: 4Q0
11/30/05

One-Way Architecture

Exhibit C



Version: 4Q0
11/30/05

Exhibit D

Two-Way Architecture

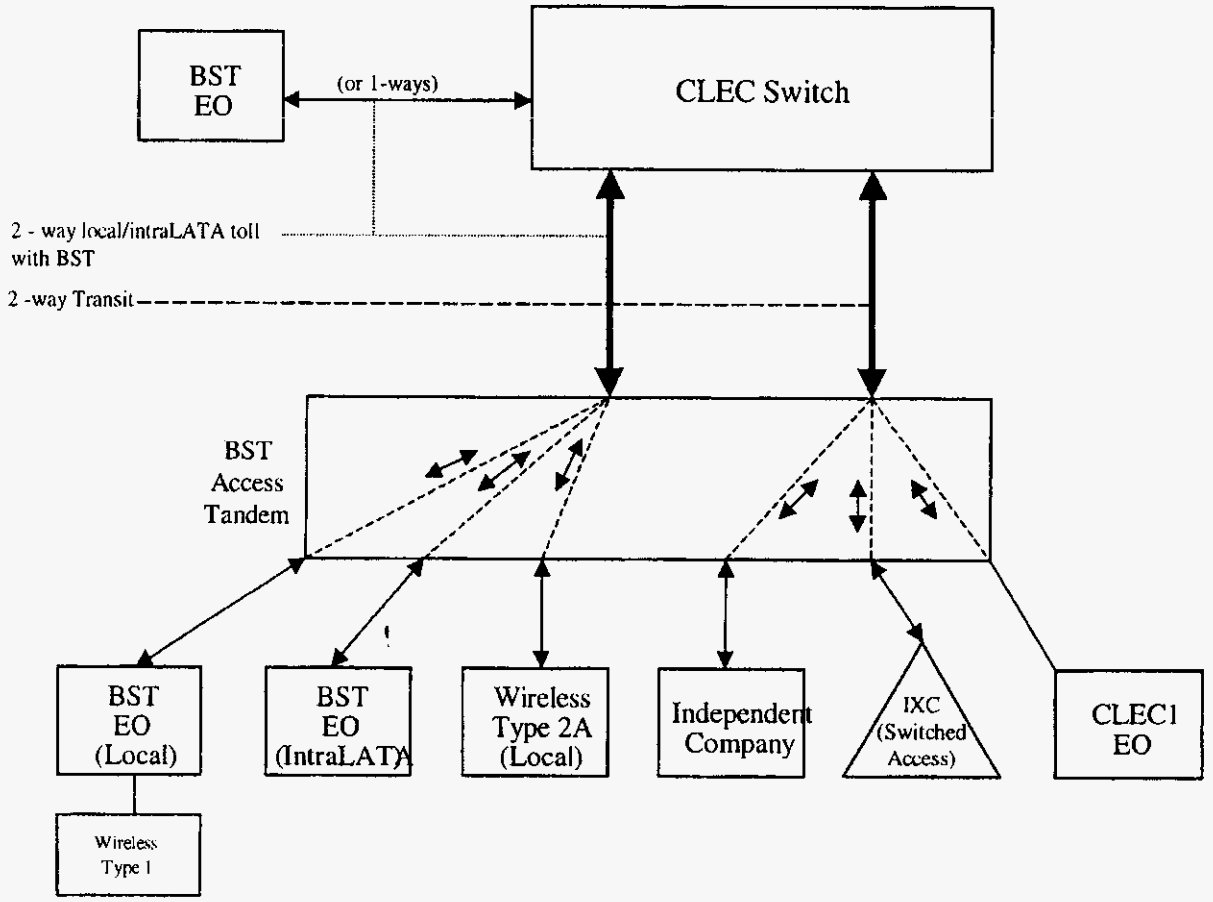


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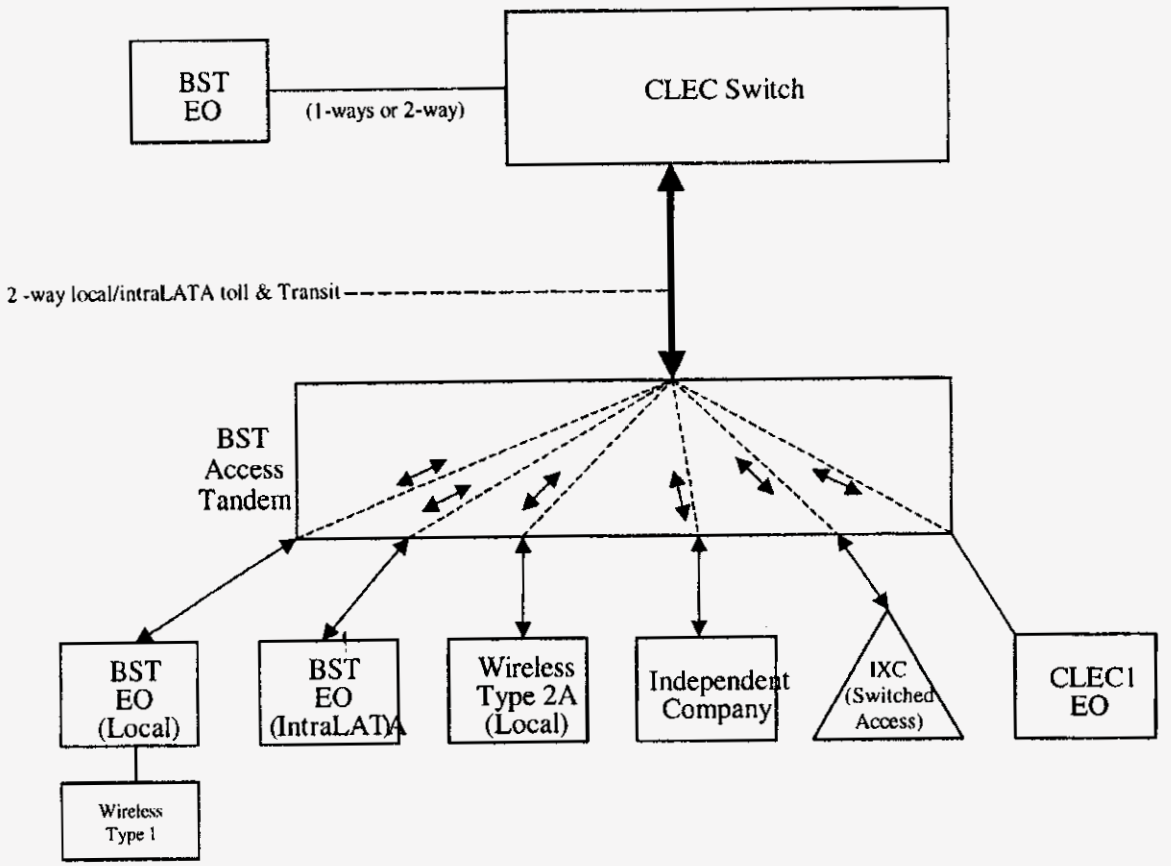
Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0004980bk										
	Multiple Tandem Switching, per MOU (applies to Intial tandem only)					0.000498										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* 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	TPP6X		21.56	6.12								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56	6.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1, OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000023bk										
	Common Transport - Facilities Termination Per MOU					0.0003224bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.84	3.20						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	176.14	93.97	33.26	31.63						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
	CCS7 Signaling Usage, Per TCAP Message					0.0000569bk										

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LOCAL INTERCONNECTION - Alabama

Attachment 2 Exh: A

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Usage, Per ISUP Message					0.0000142bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44						

Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.

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LOCAL INTERCONNECTION - Florida													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0006019bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006019										
	Tandem Intermediary Charge, per MOU*					0.0025										
* 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	TPP6X		21.73	6.19								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73	6.19								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000035bk										
	Common Transport - Facilities Termination Per MOU					0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	148.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
	CCS7 Signaling Usage, Per TCAP Message					0.0000607bk										

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LOCAL INTERCONNECTION - Florida													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Usage, Per ISUP Message					0.0000152bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD											
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Georgia

Attachment: 3 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0004086bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004086										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* 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	TPP6X		21.53	8.11								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.53	8.11								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000027bk										
	Common Transport - Facilities Termination Per MOU					0.0001914bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0057										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.87	48.455	19.48	16.575	4.995						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0057										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0057										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1154										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.19	111.025	80.28	31.355	21.73						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.53										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.74	121.065	53.295	46.395	13.365						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.72	125.82	54.43	46.395	13.365						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	18.47	149.46	111.195	40.355	26.115						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	147.01	445.01	145.18	112.905	75.88						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605						
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP9A	17.05	34.77	34.77	16.91	16.91						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	17.05	34.77	34.77	16.91	16.91						

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LOCAL INTERCONNECTION - Georgia

Attachment: 3 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	17.05	34.77	34.77	16.91	16.91						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	17.05	34.77	34.77	16.91	16.91						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	133.99										
	CCS7 Signaling Usage, Per Call Setup Message					0.0000354bk										
	CCS7 Signaling Usage, Per TCAP Message					0.000087bk										
	CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					.00bk										
	CCS7 Signaling Usage Surrogate, per link			UDB	STU56	340.67bk										
	CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00	33.32	33.32						
	CCS7 Signaling Connection, Switched access service, Interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.05	131.96	131.96	16.91	16.91						
	CCS7 Signaling Connection, Switched access service, Interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.05	131.96	131.96	16.91	16.91						

Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.

LOCAL INTERCONNECTION - Kentucky													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0006772bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006772										
	Tandem Intermediary Charge, per MOU*					0.0025										
* 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	TPP6X		21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000030bk										
	Common Transport - Facilities Termination Per MOU					0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	46.79	4.96						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.06								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45						

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

LOCAL INTERCONNECTION - Louisiana													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0005507bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0005507										
	Tandem Intermediary Charge, per MOU*					0.0025										
* 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	TPP6X		21.64	8.15								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.64	8.15								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000032bk										
	Common Transport - Facilities Termination Per MOU					0.0003748bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.013										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.60	39.36	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	86.69	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45	270.69	158.05								
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.32	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.41	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30								
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25								
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	147.60										
	CCS7 Signaling Usage, Per TCAP Message					0.0000064bk										

LOCAL INTERCONNECTION - Louisiana													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.77	34.50	34.50								
	CCS7 Signaling Usage, Per ISUP Message					0.000016bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.1bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17								
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.77	34.50	34.50								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.77	34.50	34.50								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Mississippi													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0005379bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0005379										
	Tandem Intermediary Charge, per MOU*					0.0025										
* 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	TPP6X		21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000026bk										
	Common Transport - Facilities Termination Per MOU					0.0004541bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0098										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	89.79	82.26	16.86	14.90						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	260.37	163.70	82.08	60.29						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									-
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									-
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.65	91.57	62.94	10.87	10.10						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	170.63	179.17	94.52	34.30	32.82						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UDB	PT6SX	132.21										
	CCS7 Signaling Usage, Per TCAP Message					0.0000597bk										

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LOCAL INTERCONNECTION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3 Exh: A Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Usage, Per ISUP Message					0.0000149bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683.55bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD											
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.55	35.74	35.74	16.53	16.53						

Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.

LOCAL INTERCONNECTION - North Carolina													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0004788bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004788										
	Tandem Intermediary Charge, per MOU*					0.0025										
* 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	TPP6X		21.55	8.12								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.55	8.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000023bk										
	Common Transport - Facilities Termination Per MOU					0.0001676bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0095										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.12	39.36	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0095										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0095										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1938										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	31.19	86.69	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.44										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	329.91	270.69	158.05								
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	6.29	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	7.08	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.13	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	82.89	438.46	256.30								
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.08								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40								
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	8.13	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	8.13	34.50	34.50								

LOCAL INTERCONNECTION - North Carolina													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	8.13	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	8.13	34.50	34.50								
	CCS7 Signaling Termination, Per STP Port			UDB	PT6SX	106.19										
	CCS7 Signaling Usage, Per ISUP Message					0.0000094bk										
	CCS7 Signaling Usage, Per TCAP Message					0.0000074bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	644.04bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		55.77	55.77								
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00								
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.13	34.50	34.50								
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.13	34.50	34.50								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - South Carolina													Attachment: 3 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0007360bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000736										
	Tandem Intermediary Charge, per MOU*					0.0026										
* 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	TPP6X		21.65	8.16								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.85	8.16								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000045bk										
	Common Transport - Facilities Termination Per MOU					0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0167										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	448.00	452.52	264.53	119.75	83.77						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	82.71	10.56	9.81						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	16.93	35.61	35.61	16.48	16.48						

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LOCAL INTERCONNECTION - South Carolina													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49										
	CCS7 Signaling Usage, Per TCAP Message					0.0000692bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000173bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.93	35.61	35.61	16.48	16.48						
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

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LOCAL INTERCONNECTION - Tennessee													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0009776bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0009776										
	Tandem Intermediary Charge, per MOU*					0.0025										
* 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	TPP6X		21.59	8.09								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59	8.09								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000064bk										
	Common Transport - Facilities Termination Per MOU					0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.29	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									-
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.96	308.03	106.47	44.47	42.62						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								
SIGNALING (CCS7)																
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	136.41										
	CCS7 Signaling Usage, Per TCAP Message					0.0000916bk										

LOCAL INTERCONNECTION - Tennessee													Attachment: 3 Exh: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.3bk										
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

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Attachment 4

BellSouth Collocation

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BELLSOUTH COLLOCATION

1. Scope of Attachment

1.1 BellSouth Premises

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

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

1.2 Right to Occupy

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

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

1.2.2.1 In all states other than Florida, the size specified by Image Access may contemplate a request for space sufficient to accommodate Image Access's growth within a twenty-four (24) month period.

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

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

1.4 Transfer of Collocation Space

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

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

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

1.5 Space Reclamation

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

1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth Premises is at, or near, space exhaustion and Image Access cannot demonstrate that Image Access will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to Image Access requesting that Image Access release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in Image Access's collocation arrangement is not being utilized.

1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, Image Access shall either: (1) return the non-utilized Collocation Space to BellSouth in which case Image Access shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Image Access accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, Image Access shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.

1.5.4 Disputes concerning BellSouth's claim of space exhaust, or near exhaust, or Image Access's refusal to return requested Collocation Space should be resolved by BellSouth and Image Access pursuant to the dispute resolution language contained in the General Terms and Conditions.

1.6 Use of Space. Image Access may only place in the Collocation Space equipment necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to Image Access may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for Image Access's employees or certified suppliers.

1.7 Rates and Charges. Image Access agrees to pay the rates and charges identified in Exhibit B.

1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes

of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2 Optional Reports

2.1 Space Availability Report. Upon request from Image Access and at Image Access's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Image Access.

2.1.1 The request from Image Access for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.

2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.

2.2 Remote Terminal Information. Upon request, BellSouth will provide Image Access with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

2.2.1 BellSouth will provide this information within thirty (30) days of a Image Access request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; and (ii) the information will only be provided for each serving wire center

designated by Image Access, up to a maximum of thirty (30) wire centers per Image Access request per month per state. BellSouth will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time BellSouth sends the CD.

3 Collocation Options

3.1 Cageless Collocation. BellSouth shall allow Image Access to collocate Image Access's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Image Access to have direct access to Image Access's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where Image Access's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Image Access must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

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

3.2.2 In the event Image Access's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Image Access's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Image Access of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Image Access's Initial Application. If Image Access's Initial Application does not indicate its desire to construct its own enclosure and Image Access subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Image Access will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Image Access subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Image Access will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review Image Access's plans and specifications, then BellSouth will provide notification to Image Access within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Image Access's plans and specifications. Regardless of whether or not BellSouth elects to review Image Access's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Image Access's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Image Access's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Image Access's caged Collocation Space, BellSouth shall require Image Access, at Image Access's expense, to remove or correct any structure that does not meet Image Access's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

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

3.3.2 Image Access, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Image Access with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Image Access shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.

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

3.4 Adjacent Collocation

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

3.4.2 If Image Access requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, Image Access must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the

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

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

3.4.4 Image Access shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Image Access's option and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at Image Access's request and expense, BellSouth will provide Direct Current (DC) power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of

negotiations between the Parties on the applicable rates and provisioning intervals. Image Access will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Image Access's BellSouth Certified Supplier shall be responsible, at Image Access's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

3.5.1 BellSouth will permit Image Access to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth Premises (Direct Connect). Image Access shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Image Access. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Image Access to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where Image Access's physical/virtual Collocation Spaces are contiguous in the central office, Image Access will have the option of using Image Access's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Image Access will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. Image Access may not self-provision a Direct Connect on any BellSouth distribution frame, Point of Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. Image Access is solely responsible for ensuring the integrity of the signal.

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

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between Image Access and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth

Premises. Where technically feasible, BellSouth will permit Image Access to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to Image Access upon Image Access's request for the CCXC. Image Access is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 Image Access must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Image Access. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Image Access shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Image Access to provision the CCXC to the other collocated telecommunications carrier. In those instances where Image Access's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Image Access may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. Image Access shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Image Access shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. Image Access is solely responsible for ensuring the integrity of the signal.

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

4 Occupancy

4.1 Space Ready Notification. BellSouth will notify Image Access in writing when the Collocation Space is ready for occupancy (Space Ready Date).

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

4.3 Early Space Acceptance. If Image Access decides to occupy the Collocation Space prior to the Space Ready Date, the date Image Access executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space is the date that will be deemed the Space Acceptance Date and billing will begin from that date.

4.4 Equipment Installation. Image Access shall notify BellSouth in writing that its collocation equipment installation is complete. Image Access's collocation equipment installation is complete when Image Access's equipment is connected to BellSouth's network for the purpose of provisioning Telecommunication Services to Image Access's customers. BellSouth may refuse to accept any orders for cross-connects until it has received such notice from Image Access.

4.5 Termination of Occupancy.

4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, Image Access may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Image Access and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Image Access signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Image Access jointly conduct an inspection, confirming that Image Access has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees

may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B.

4.5.2 Upon termination of occupancy, Image Access, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Image Access from the Collocation Space. Image Access shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Image Access's Guest(s), unless Image Access's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to Image Access's Termination Date.

4.5.3 Image Access shall continue the payment of all monthly recurring charges to BellSouth until the date Image Access, and if applicable Image Access's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Image Access or Image Access's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Image Access or Image Access's Guest(s), in any manner that BellSouth deems fit, at Image Access's expense and with no liability whatsoever for Image Access's property or Image Access's Guest(s) property.

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

5 Use of Collocation Space

5.1 Equipment Type

5.1.1 BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier

from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.

5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Upon request by Image Access, BellSouth, at its discretion, may consent to the collocation of any equipment not meeting these standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on Image Access's failure to comply with this Section.

5.1.4 At a Remote Site, all Image Access equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

5.2 Terminations. Image Access shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by Image Access, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event Image Access submits an application for terminations that will exceed the total capacity of the

collocated equipment, Image Access will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the Effective Date of this Agreement, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Image Access will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34th Floor, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

5.4 No Marketing. Image Access shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.

5.5 Equipment Identification. Image Access shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Image Access's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Image Access's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.

5.6 Entrance Facilities.

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

upon receipt of Image Access's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.

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

5.6.3 Central Office Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, BellSouth shall permit Image Access to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Image Access demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which Image Access's Collocation Space is located. In Florida, Image Access must have approval by the Commission before it submits a request for copper entrance facilities. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.

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

5.8 Shared Use

5.8.1 Image Access may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Image Access's Collocation Space within the same BellSouth Premises.

5.8.2 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Image Access must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Image Access-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Image Access desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with

BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Image Access authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Image Access's entrance facility.

5.9 Demarcation Point

5.9.1 In Tennessee, if Image Access elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.

5.9.2 BellSouth will designate the point(s) of demarcation between Image Access's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. Image Access shall be responsible for providing the common block and cabling and Image Access's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. Image Access or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.10 Equipment and Facilities. Image Access, or if required by this Attachment, Image Access's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by Image Access, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. Image Access and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.

5.11 BellSouth's Access to Collocation Space

5.11.1 From time to time, BellSouth may require access to Image Access's Collocation Space. BellSouth retains the right to access Image Access's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to Image Access at least forty-eight (48) hours before access to Image Access's Collocation Space is required. Image Access may elect to be present whenever BellSouth performs work in the Image Access's Collocation Space. The Parties agree that Image Access will not bear any of the expense associated with this type of work.

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

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

5.12 Image Access's Access

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

5.12.2 Image Access must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Image Access desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Image Access may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Image Access desires access to its designated Collocation Space after the first accompanied free visit and Image Access's access request form(s) has not been approved by BellSouth or Image Access has not yet submitted an access request form to BellSouth, Image Access shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at Image Access's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Image Access must request that escorted access be provided by BellSouth to Image Access's designated Collocation Space at least three (3) business days

prior to the date such access is desired. A BellSouth security escort will be required whenever Image Access or its approved agent or supplier requires access to the entrance manhole.

5.13 Lost or Stolen Access Devices. Image Access shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Image Access's employees, suppliers, agents or Guest(s) to return an Access Device(s), Image Access shall pay for the costs of re-keying the building or deactivating the Access Device(s).

5.14 Interference or Impairment

5.14.1 Notwithstanding any other provisions of this Attachment, Image Access shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that (1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; (3) compromises the privacy of any communications routed through the BellSouth Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Image Access violates the provisions of this paragraph, BellSouth shall provide written notice to Image Access, which shall direct Image Access to cure the violation within forty-eight (48) hours of Image Access's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

5.14.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Image Access fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Image Access's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Image Access prior to the taking of such action and BellSouth shall have no liability to Image Access for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

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

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

5.16 Alterations. Under no condition shall Image Access or any person acting on behalf of Image Access make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Image Access. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below,

which will be billed by BellSouth on the date that BellSouth provides Image Access with an Application Response.

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

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

6 Ordering and Preparation of Collocation Space

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

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

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

6.2.1 Subsequent Application Fees. The application fee paid by Image Access for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Image Access submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Central Office. In Florida and Tennessee, the Power Reconfiguration Only Application Fee will apply when Image Access submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to Image Access's physical Collocation Space in a Central Office. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides Image Access with an Application Response.

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

6.4 Space Availability Notification

6.4.1 For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Image Access's application is Bona Fide. If the application

cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

6.4.2 If the amount of space requested is not available, BellSouth will notify Image Access of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Image Access or space that is configured differently, no application fee will apply. If Image Access decides to accept the available space, Image Access must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Image Access resubmits its application to accept the available space, BellSouth will bill Image Access the appropriate application fee.

6.5 Denial of Application. If BellSouth notifies Image Access that no space is available (Denial of Application), BellSouth will not assess an application fee to Image Access. After notifying Image Access that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow Image Access, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.

6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Image Access to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List

6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.

6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify

the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

6.7.3 When physical Collocation Space becomes available, Image Access must submit an updated, complete and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Image Access has originally requested caged Collocation Space and cageless Collocation Space becomes available, Image Access may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that Image Access wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

6.7.4 Image Access may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Image Access does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove Image Access from the waiting list. Upon request, BellSouth will advise Image Access as to its position on the waiting list for a particular BellSouth Premises.

6.8 Public Notification. BellSouth will maintain on its Interconnection Web site, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Web site that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.

6.9 Application Response

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

6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Image Access to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee and any other applicable space preparation fees, as described in Section 8 below. When Image Access submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

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

6.11 Bona Fide Firm Order

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

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

7 Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as

agreed to by the Parties, as long as no additional space has been requested by Image Access. If additional space has been requested by Image Access, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Image Access cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

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

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

7.1.4 For Central Offices in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Image Access, when Image Access requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 below as an "Augment". Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by Image Access. BellSouth will assess the appropriate nonrecurring application

fee set forth in Exhibit B on the date that it provides an Application Response to Image Access.

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

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

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

- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

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

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

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

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

7.1.4.6 If Image Access submits an Augment that includes two (2) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2 or 7.1.4.3 above, the

provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

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

7.1.4.8 If Image Access submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by Image Access and BellSouth. If Image Access and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.1.4.4 and Section 7.1.4.5 above, would apply based on whether the Augment is for Image Access's physical or virtual Collocation Space.

7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If Image Access requests multiple items from different Augment categories, BellSouth will bill Image Access the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to Image Access at the time BellSouth provides Image Access with the Application Response. Image Access will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.

7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Image Access will commence within a maximum of twenty (20) days from BellSouth's receipt

of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.

7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.

7.4 Central Office Circuit Facility Assignments

7.4.1 Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to Image Access prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which Image Access has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Image Access prior to the Provisioning Interval for those BellSouth Premises in which Image Access has physical Collocation Space with a POT bay provided by Image Access or virtual Collocation Space, until Image Access has provided BellSouth with the following information:

7.4.1.1 For physical Central Office Collocation Space with a Image Access-provided POT bay, Image Access shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or

7.4.1.2 For virtual Central Office Collocation Space, Image Access shall provide BellSouth with a complete layout of Image Access's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Image Access's BellSouth Certified Supplier.

7.4.2 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from Image Access. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.

7.4.3 BellSouth will bill Image Access a nonrecurring charge, as set forth in Exhibit B, each time Image Access requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to Image Access.

7.5 Use of BellSouth Certified Supplier. Image Access shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Image Access, if a BellSouth Certified Supplier or Image Access's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements:

TR 73503, TR 73519, TR 73572 and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Image Access must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Image Access with a list of BellSouth Certified Suppliers, upon request. Image Access, if a BellSouth Certified Supplier, or Image Access's BellSouth Certified Supplier(s) shall be responsible for installing Image Access's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Image Access upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Image Access, the BellSouth Certified Supplier shall bill Image Access directly for all work performed for Image Access pursuant to this Attachment. BellSouth shall have no liability for nor responsibility to pay, such charges imposed by Image Access's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Image Access or any supplier proposed by Image Access and will not unreasonably withhold certification. All work performed by or for Image Access shall conform to generally accepted industry standards.

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

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

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

7.8 Virtual to Physical Conversion (In-Place)

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

7.8.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.8.1 above.

7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Image Access cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Image Access cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Image Access will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Image Access up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Image Access cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Image Access for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.

7.10 Licenses. Image Access, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

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

8 Rates and Charges

8.1 Rates. Image Access agrees to pay the rates and charges identified in Exhibit B attached hereto..

8.1.1 In Tennessee, if Image Access elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.

8.1.2 Should Image Access elect to transition to the TRA Option after the execution of this Agreement, Image Access shall notify BellSouth in writing sixty (60) days prior to the implementation of this election.

8.2 Application Fees. BellSouth shall assess any nonrecurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to Image Access or on Image Access's next scheduled monthly billing statement.

8.3 Recurring Charges

8.3.1 If Image Access has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Image Access fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Image Access occupies the space prior to the Space Ready Date, the date Image Access occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Image Access's next billing cycle and will include any prorated charges for the period from Image Access's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by Image Access on Image Access's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.

8.3.2 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any Image Access collocation arrangement, to verify that the total number of fused amps of power capacity installed by Image Access's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by Image Access on Image Access's Initial Application and all Subsequent Applications. If BellSouth determines that Image Access's BellSouth Certified Supplier has installed more DC capacity than Image Access

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

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

8.5 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Image Access shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of Image Access's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.

8.6 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Image Access's Collocation Space for the operation of Image Access's equipment. For caged physical Collocation Space, Image Access shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, Image Access shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle

depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Image Access's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, Image Access shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.7 Remote Site Bay Space. In a Remote Site, the bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power Image Access's equipment. Image Access shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.

8.8 Power

8.8.1 In a Central Office BellSouth shall make available -48V DC power for Image Access's Collocation Space at a BellSouth BDFB. When obtaining DC power from a BellSouth BDFB, Image Access's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Image Access's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by Image Access on Image Access's Initial Application and any Subsequent Applications. Image Access is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in Image Access's Collocation Space. The BellSouth Certified Supplier contracted by Image Access must provide BellSouth with a copy of the engineering power specifications prior to the day on which Image Access's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and Image Access's Collocation Space. Image Access shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Image Access's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Image Access's Collocation Space, power cable feeds and terminations of the power cabling. Image Access and Image Access's BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

8.8.1.1 At a Remote Site, BellSouth shall make available -48V DC power for Image Access's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.7 above. If the power requirements for Image

Access's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

8.8.2 In Florida Central Offices only, subject to technical feasibility, commercial availability and safety limitations, BellSouth will permit Image Access to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, Image Access may request that BellSouth provision DC power of seventy (70) amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a two hundred twenty-five (225) amp circuit breaker.

8.8.3 BellSouth will revise Image Access's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Image Access submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If Image Access's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Image Access's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. Image Access's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.

8.8.4 BellSouth will revise Image Access's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Image Access, certifying the completion of the power reduction work, including the removal of any associated power cabling by Image Access's BellSouth Certified Supplier. Notwithstanding the foregoing, if Image Access's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by Image Access's BellSouth Certified Supplier and Image Access shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.

8.8.5 If Image Access requests an increase or a reduction in the amount of power that BellSouth is currently providing in a Central Office, Image Access must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this

nonrecurring fee on the date that BellSouth provides an Application Response to Image Access's Subsequent Application.

8.8.5.1 In Central Offices in Alabama and Louisiana, if Image Access has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, Image Access must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, Image Access will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.

8.8.6 If Image Access elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Image Access's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by Image Access's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Image Access's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Image Access's option, Image Access may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.8.7 Image Access shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Image Access's arrangement and terminations of cable within the Collocation Space.

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

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

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

8.8.9 Florida Power Usage Option

8.8.9.1 In Central Offices in Florida only, Image Access may request that -48 DC power provisioned by BellSouth to Image Access's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. If Image Access desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Image Access to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power Image Access requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on Image Access's Initial Application or Subsequent Application. BellSouth shall allow Image Access at Image Access's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by Image Access. BellSouth is not required to build its central office power infrastructure to meet Image Access's forecasted DC power demand. Image Access must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement Image Access converts to the FL Option or for any new collocation arrangements Image Access establishes under the FL Option.

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

8.8.9.3 BellSouth shall assess Image Access a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. Image Access shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Image Access.

The requested change in DC power usage will be reflected in Image Access's next scheduled monthly billing cycle.

8.8.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, Image Access may request that DC power provisioned by BellSouth to Image Access's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, <customer short name> accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.

8.8.11 In Alabama and Louisiana, Image Access has the option to purchase power directly from an electric utility company. Under such option, Image Access is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Image Access. Image Access's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Image Access currently has power supplied by BellSouth, Image Access may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by Image Access in provisioning said power will be billed by BellSouth on an ICB basis.

8.8.12 In South Carolina, Image Access has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, Image Access is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Image Access. Image Access's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power arrangement, just as BellSouth is required to comply with these codes. Image Access must submit an application to BellSouth for the appropriate amount of Collocation Space that Image Access requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of Image Access's power equipment and facilities. This type of power arrangement must

be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Image Access shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. Image Access would have the option to order its power needs directly from BellSouth.

8.9 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of Image Access's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.

8.10 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Image Access in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of Image Access's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of Image Access's BFFO. All charges will be assessed the rates set forth in Exhibit B.

8.11 Security Escort. After Image Access has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to Image Access's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when Image Access's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Image Access shall pay for such half-hour charges in the event Image Access's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

8.12 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9 Insurance

9.1 Image Access shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 Image Access shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000) each accident, one hundred thousand dollars ($100,000) each employee by disease, and five hundred thousand dollars ($500,000) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Image Access's real and personal property situated on or within a BellSouth Premises.

9.2.4 Image Access may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to Image Access, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by Image Access shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of Image Access's property has been removed from BellSouth's Premises, whichever period is longer. If Image Access fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Image Access.

9.5 Image Access shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Image Access shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Image Access's insurance company. Image Access shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn: Rick Management Office – Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, GA 30375

9.6 Image Access must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self Insurance. If Image Access's net worth exceeds five hundred million dollars ($500,000,000), Image Access may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. Image Access 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 Image Access in the event that self-insurance status is not granted to Image Access. If BellSouth approves Image Access for self-insurance, Image Access shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Image Access's corporate officers. The ability to self-insure shall continue so long as Image Access meets all of the requirements of this Section. If Image Access subsequently no longer satisfies the requirements of this Section, Image Access is required to purchase insurance as indicated by Section 9.2 above.

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

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

10 Mechanics Lien

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

11 Inspections

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

12 Security and Safety Requirements

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

12.2 Image Access will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Interconnection Web site, www.interconnection.bellsouth.com/guides.

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

12.4 Image Access shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Image Access shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions,

except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of Image Access's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Image Access chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Image Access 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 Image Access 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 Image Access shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each Image Access employee or agent hired by Image Access within the last five (5) years, who requires access to a BellSouth Premises to perform work in Image Access Collocation Space(s), Image Access shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Image Access will disclose the nature of the convictions to BellSouth at that time. In the alternative, Image Access may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.

12.5.1 For all other Image Access employees requiring access to a BellSouth Premises pursuant to this Attachment, Image Access shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, Image Access shall promptly remove from the BellSouth Premises any employee of Image Access that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of Image Access is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview Image Access's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Image Access's Security representative of such interview. Image Access and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Image Access's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Image Access for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Image Access's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Image Access for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Image Access's employees, agents, suppliers, or Guests and where Image Access agrees, in good faith, with the results of such investigation. Image Access shall notify BellSouth in writing immediately in the event that Image Access discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Image Access shall hold BellSouth harmless for any damages resulting from such removal of Image Access's personnel from a BellSouth Premises.

12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13 Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for Image Access's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party

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

14 Eminent Domain

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

15 Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. General Principles

1.1 Compliance with Applicable Law. BellSouth and Image Access agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and Occupational Safety and Healthy Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and Image Access shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Image Access should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Image Access to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Image Access will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 below lists the Environmental categories where BellSouth practices should be followed by Image Access when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Image Access space with proper notification. BellSouth reserves the right to stop any Image Access work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by Image Access are owned by and considered the property of Image Access. Image Access will indemnify

BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Image Access or different hazardous materials used by Image Access at a BellSouth Premises. Image Access must demonstrate adequate emergency response capabilities for the materials used by Image Access or remaining at a BellSouth Premises.

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

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

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

2. Categories for Consideration of Environmental Issues

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

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

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

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

3. Definitions

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. Acronyms

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

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

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions

COLLOCATION - Alabama

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

COLLOCATION - Alabama

Attachment: 4 Exh B

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULD03, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	14.16	20.89	15.20	7.38	5.92						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	4.99	25.55	19.86	9.71	8.25						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable.			CLO	PE1ES	0.0011										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0018										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.05	12.39	11.87	6.39	5.73						
	Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.93	10.73								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.06	13.86								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.17	16.98								
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.56									
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 759.29	S 488.11	133.00							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81		5.90							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66							

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AT&T/NewPhone ICA
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COLLOCATION - Alabama													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.25		2.76							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.44									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.44									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.62									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.62									
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92						

COLLOCATION - Alabama														Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	6.25						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		759.29	488.11	133.00							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92		189.12							
	Virtual Collocaiton Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.25		2.76							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93	10.73								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05	13.86								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17	16.98								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		859.71		22.49							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	14.97										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		166.22							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87									

COLLOCATION - Alabama													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.38									
	Power, DC Power Provisioning (Alabama Only ICB Rate)															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		307.70	307.70	168.22	168.22						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	201.42										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		115.87	115.87								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.56	37.56								
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.02	12.30	11.80	6.03	5.44						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.04	12.39	11.87	6.39	5.73						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.68	9.71	8.25						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06										
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)															
	Note: ICB means Individual Case Basis															
	Note: Rates displaying an "I" in Interim column are Interim as a result of a Commission order.															

COLLOCATION - Florida													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,785.00		1.20							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00		1.20							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		564.81									
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		409.50									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		760.91		1.20							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		287.36									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		572.66									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47										
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	0.3786	7.88	6.25	1.35	0.9899						

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COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 4 Exh B: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDO	PE1R4	0.0416	8.00	5.75	5.00	2.69						
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		8.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.78									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52									-
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1515	S 973.64	256.35							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		646.84		362.41							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.11		10.80							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73							

COLLOCATION - Florida

Attachment: 4 Exh B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.96		149.97							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		4.52		5.35							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.51									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.51									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.73									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.73									
Entrance Cable																
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		994.12		43.84							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.43									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,241.00		1.20							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		564.81									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		760.91		1.20							
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37	4.58	2.71						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3786	7.86	6.26	1.35	0.9915						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.16	32.40	31.03	11.15	10.98						

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COLLOCATION - Florida													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,515.00	973.64	256.35							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84		362.41							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.80							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.35							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.64							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91									

COLLOCATION - Florida

Attachment: 4 Exh B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		208.02									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23		270.35							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47										
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19										
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

COLLOCATION - Georgia													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98		0.59							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48		0.59							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.18									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,408.00		1.21							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.52										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	144.71										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	160.45										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.74										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.01										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.23										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	75.61										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		141.10									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.75									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	4.78										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.14										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.30										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.44										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.65										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0197										
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0393										
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	0.3726										

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.08										
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.72										
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.30										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0197										
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0393										
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0106										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		22.00									
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.38									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		17.01									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.20									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.20									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.42									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 743.65	S 478.08	125.75							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.48		5.30							

COLLOCATION - Georgia													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.63							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.19							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1C8		83.45		73.57							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.22		2.63							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.59									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.59									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.85									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.85									
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.93		21.51							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.21										
	Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EE	0.2629										
	Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)			CLO	PE1EF		755.15		21.51							
	Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EG		9.12									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.90									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		609.52		0.59							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.18									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		609.52									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.52										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	4.78										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0188										-
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0375										

COLLOCATION - Georgia													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3726										
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.06										
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.73										
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.45										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0188										
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0375										
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1OR		77.42									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		743.65	478.06	125.75							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60		177.77							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.48		5.30							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.63							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.19							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45		73.57							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.22		2.63							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.52	10.83								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.92	14.19								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.31	17.55								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.54	10.83								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.44	14.19								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.34	17.55								
Entrance Cable																

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COLLOCATION - Georgia																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		736.93		21.51							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	7.57										
	Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EE	0.23										
	Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)			AMTFS	VE1EF		755.15		21.51							
	Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EG		9.12									
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		300.61		132.62							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	143.23										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.20									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.94									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.04									
	Remote Site DLEC Data (BRSDO), per Compact Disk, per CO			CLORS	PE1RR		118.64									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		300.61		132.62							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	143.23										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		109.94									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.04									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.164										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.01										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0172										
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0344										
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3608										
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.73										
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.66										
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.24										
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,382.19		0.50							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.14										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.30										

COLLOCATION - Georgia													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.44										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	35.65										
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	35.65										
	Note: Rates displaying an "I" in Interim column are Interim as a result of a Commission order.															

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		3,773.54		1.01							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		3,145.35		1.01							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KI		1,059.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,412.00		1.21							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.99										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.83										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.97										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.14										
	Physical Collocation - Space Preparation - C.O. Modification per square ft			CLO	PE1SK	2.32										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.26										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,158.67									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.06										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.96						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.48	44.23	31.98	12.81	11.57						

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COLLOCATION - Kentucky													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0012										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			CLO	PE1DS	0.0018										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0665	24.88	23.82	12.77	11.46						
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.26	27.61								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.54	34.09								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	76.10										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29									
CFA																
	Physical Collocation - CFA information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.55									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1524.45	S 980.01	267.02							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65		11.84							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		19.39							

COLLOCATION - Kentucky													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		4.52		6.54							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.49									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.49									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.71									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.71									
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.75									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86		1.01							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		564.20									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.12									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft			AMTFS	ESPVX	7.99										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX,UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						

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COLLOCATION - Kentucky													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0012										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0018										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1OR		77.55									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,524.45	980.01	267.02							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.54							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.98	21.53								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.26	27.81								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.54	34.09								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11		45.16							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.38										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									

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

COLLOCATION - Louisiana

Attachment: 4 Exh B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KI		1,061.00		1.22							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,418.00		1.22							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.40										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	16.10										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.70										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,044.07									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.32										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0318	11.94	11.46								
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.04	21.39	15.47								-

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COLLOCATION - Louisiana

Attachment: 4 Exh B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	13.21	20.28	14.76								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76								
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UOFCX	PE1F4	4.65	24.81	19.29								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0636	12.04	11.53								
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.44	10.42								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.49								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0224										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.43									
Cable Records																
	Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97										
	Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29										
	Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08										
	Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04										
	Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13										

COLLOCATION - Louisiana													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37										
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C6	0.04										
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.52									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.52									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.74									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.74									
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.88									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.30									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.97									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46								
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.04	21.39	15.47								
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76								

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COLLOCATION - Louisiana													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76								
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.61	19.29								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0286	11.94	11.46								
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0591	12.04	11.53								
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.43									
Cable Records																
	Virtual Collocation Cable Records - per request(LA only)			AMTFS	VE1BG	10.97										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record(LA only)			AMTFS	VE1BH	5.29										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair(LA only)			AMTFS	VE1BJ	0.08										
	Virtual Collocation Cable Records - DS1, per T1TIE(LA only)			AMTFS	VE1BK	0.04										
	Virtual Collocation Cable Records - DS3, per T3TIE(LA only)			AMTFS	VE1BL	0.13										
	Virtual Collocation Cable Records - Fiber Cable, per 96 fiber records(LA only)			AMTFS	VE1BM	1.37										
	Virtual Collocation Cable Records - CAT 5/RJ45 (LA only)			AMTFS	VE1B6	0.04										
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.44	10.42								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.41	13.45								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		26.38	16.49								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		841.54									
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	16.02										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80									
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52									

COLLOCATION - Louisiana													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.44	10.42								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.49								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		614.73		336.08							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	257.01										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		231.49									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.02									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0245	11.94	11.46								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0491	12.04	11.53								
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.9605	21.39	15.47								
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.01	20.28	14.76								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.20	20.28	14.76								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.21	24.81	19.29								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.45										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.92										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.37										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.80										
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

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

COLLOCATION - Mississippi													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	14.49	21.01	15.29	7.61	6.10						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	5.10	25.70	19.97	10.01	8.50						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDO	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75				
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		17.02	10.79								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.17	13.94								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.32	17.08								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	75.23										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0576	27.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.41									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 763.69	S 490.94	133.77							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.81		190.22							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84		5.93							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27		2.76							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.92		9.72							

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

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0268	12.37	11.87	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDO, UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.41									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		763.89	490.94	133.77							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84		5.93							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.96		77.58							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.27		2.78							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		17.02	10.79								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.17	13.94								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.32	17.08								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.09	10.79								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		926.27		22.62							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	15.24										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									

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COLLOCATION - Mississippi													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.82	755.82								
	Remote Site-Adjacent Collocation Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		309.48		168.63							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	210.05										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		116.54									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.77									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0223	12.37	11.87	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0446	12.47	11.94	6.59	5.91						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.05	22.16	16.02	6.60	5.97						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.27	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.42	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.62	25.70	19.97	10.01	8.50						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.29										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.58										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.87										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.65										
	Note: Rates displaying an "I" in Interim column are Interim as a result of a Commission order.															

COLLOCATION - North Carolina													Attachment 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,322.00									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		269.83		1.15							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		493.40		1.15							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,012.00		1.15							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,343.00		1.15							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	2.69										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		534.44									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		559.81									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		25.37									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.42										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.88										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	97.98										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,140.00									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.65										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.50										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.01										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.51										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.12										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0309	19.77	14.95								
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	19.95	15.05								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.38	39.15	23.20								

COLLOCATION - North Carolina													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	17.62	38.25	21.94								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	38.25	21.94								
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	6.20	43.96	26.17								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0028										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0041										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0309	19.77	14.95					26.94	12.76		
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0618	19.95	15.05					26.94	12.76		
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0522	15.00									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.51									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		15.00									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		15.00									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.48									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1458	S 937.29	245.00	245.00						
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35						
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		8.77	8.77	10.32	10.32						
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.35	4.35	5.11	5.11						
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.22	15.22	17.90	17.90						

COLLOCATION - North Carolina																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32						
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.27		2.78							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		69.51	20.45								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		69.51	20.45								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		78.93	29.87								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		75.11	26.04								
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,233.00									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.79									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft	I		AMTFS	ESPVX	2.69										
Power																
	Virtual Collocation - Power, per fused amp	I		AMTFS	ESPAX	7.65										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0225	19.77	14.95								
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0449	19.95	15.05								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.4195	39.15	23.20								
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.41	38.25	21.94								

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COLLOCATION - North Carolina													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94								
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	28.17								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0028										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0041										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPS8, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0225	19.77	14.95								
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDO, UEPEX	VE1R4	0.0449	19.95	15.05								
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.48									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,458.00	937.29	245.00	245.00						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	622.69	346.35	346.35						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	8.77	10.32	10.32						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.35	4.35	5.11	5.11						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.22	15.22	17.90	17.90						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.35	4.35	5.11	5.11						
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.68	21.34								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.67	27.57								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,233.00									
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	13.28										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38		256.38							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55									

COLLOCATION - North Carolina													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65									
	Remote Site DLEC Data (BRSOD), per Compact Disk, per CO			CLORS	PE1RR		232.94									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		589.38		258.38							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	218.07										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		215.55									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.65									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0239	19.77	14.95								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0477	19.96	15.05								
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.28	39.15	23.20								
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	17.35	38.25	21.94								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.94	38.25	21.94								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	5.62	43.96	26.17								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,266.00		0.5842							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.50										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.01										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.51										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	38.12										
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

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COLLOCATION - South Carolina													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67		0.51							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10		0.51							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,409.00		1.21							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.96										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.69										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.24										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	9.19										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.67										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.36										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.12	22.08	15.96	6.42	5.80						-

COLLOCATION - South Carolina													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDO3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	14.21	20.94	15.23	7.39	5.93						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	5.01	25.61	19.90	9.73	8.26						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDO	PE1R4	0.0682	12.42	11.90	6.40	5.74		15.69				
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.71									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 760.98	S 489.2	133.29							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		6.91							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							

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COLLOCATION - South Carolina														Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Elecotronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 89 records)			CLO	PE1CB		84.68		77.30							
	Physical Collocation, Cable Records.CAT5/RJ45			CLO	PE1C5		2.26		2.77							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.43									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.43									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.61									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.61									
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.42									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74						
	Virtual collocation - Special Access & UNE,cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80						-
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93						

COLLOCATION - South Carolina													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.71									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.26		2.77							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		18.96	10.75								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.10	13.69								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.23	17.02								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.69								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		794.22		22.54							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	18.66										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38		168.60							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	248.44										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13									

COLLOCATION - South Carolina													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76		337.19							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	246.44										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.25									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.27									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0264	12.32	11.83	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.00	20.94	15.23	7.39	5.93						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.37	20.94	15.23	7.40	5.93						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.53	25.61	19.90	9.73	8.26						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.67										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.36										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.03										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	39.33										
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

COLLOCATION - Tennessee													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09									
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25									
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.94										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.09										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	218.53										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.44										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.74										
	Physical Collocation - Space Preparation, Common Systems Modifications-Caged, per square foot			CLO	PE1SL	2.95										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	100.14										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,027.00									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.87										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.60										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.22										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.82										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.84										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEO, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.033	33.82	31.92								
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.51	53.27	40.16								

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COLLOCATION - Tennessee

Attachment: 4 Exh B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	19.26	52.37	38.89								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.033	33.82	31.92					20.35	10.54	13.32	1.40
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEP0D	PE1R4	0.066	33.94	31.95					20.35	10.54	13.32	1.40
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02								
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67									
Cable Records																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00									
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.06									
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		6.45									
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57									

COLLOCATION - Tennessee													Attachment: 4 Exh B			
CATEGORY		RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42									
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		8.45									
	Virtual to Physical																
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		21.11									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		21.11									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		30.69									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		30.69									
	Entrance Cable																
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80										
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		43.10							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.29									
VIRTUAL COLLOCATION																	
	Application																
		Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00						2.07	2.81	0.67	1.41
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25									
	Space Preparation																
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Power																
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
		Virtual collocation - Special Acess & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41

COLLOCATION - Tennessee													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.57	11.62	9.90	10.38	8.66			20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67			20.35	10.54	13.32	1.40
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67									
Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45									
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									

COLLOCATION - Tennessee														Attachment: 4 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02								
	Adjacent Remote Site Collocation																
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
	Virtual Remote Site Collocation																
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76							
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41										
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49									
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95				0.00	0.00	0.00	0.00
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30										
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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Attachment 5

Access to Numbers and Number Portability

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2. **Local Number Portability** 4

3. **Service Order Charges** 5

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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 Image Access is utilizing its own switch, Image Access shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

1.2 Where BellSouth provides local switching or resold services to Image Access, BellSouth will provide Image Access with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Image Access acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Image Access may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Image Access) telephone numbers per rate center if the following conditions are met:

1.2.1 Image Access must: (1) indicate that all of the intermediate numbers currently held by Image Access in each rate center where Image Access will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Image Access will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Image Access in the rate center where Image Access is requesting telephone numbers has reached at least seventy-five percent (75%).

1.2.2 The above information will be provided by Image Access by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" (MTE Worksheet), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Image Access will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Image Access to customers by the total number of intermediate numbers held by Image Access in the rate center and multiplying the result by one hundred (100).

1.2.3 If fulfilling Image Access's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy Image

Access's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy Image Access's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by Image Access for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.4 Image Access agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.3 above.

1.3 Image Access acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, BellSouth may request that Image Access cancel all or a portion of its unassigned intermediate numbers. Image Access's consent to BellSouth's request shall not be unreasonably withheld.

2. Local Number Portability

2.1 The Parties will offer LNP in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.

2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.

2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.

2.6 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's customer may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and Image Access shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.

2.8 The Parties will set Location Routing Number (LRN) unconditional or ten (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.

2.9 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.

2.10 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 customer.

2.11 BellSouth and Image Access will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry foras addressing LNP.

2.12 Where Image Access utilizes BellSouth's LNP Query Service, BellSouth shall bill and Image Access shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, Image Access shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on BellSouth's Interconnection Web site under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1.

3. Service Order Charges

3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Attachment 6 and Exhibit A of Attachment 2.

4 LNP In Conjunction with Local Switching

4.1 Where Image Access purchases local switching from BellSouth, the Parties shall adhere to the following processes:

4.1.1 When Image Access submits an LSR for services, if the telephone number associated with the services requested resides in a switch other than BellSouth's, then BellSouth will submit an LNP LSR to the appropriate switch owner. Image Access shall be responsible for reimbursing BellSouth for any costs or charges

imposed on BellSouth by the switch owner resulting from the submission of the LNP LSR. In addition, Image Access shall pay to BellSouth the manual service order charges or electronic service order charges as specified in Exhibit A of Attachment 2 for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.

4.1.2 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

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

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

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

2.1.1 Image Access agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time.

2.2 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Image Access can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and Image Access will manage these electronic interfaces to include the development and introduction of new interfaces will be

governed by the change management process as described in Section 2.6 below. Image Access shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Image Access shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Image Access shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. Image Access shall use commercially reasonable efforts to provide access to CSR information within forty-eight (48) hours of a valid request, exclusive of Saturdays, Sundays, and Holidays.

2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Image Access 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 Image Access's access to customer record information. If a BellSouth audit of Image Access's access to customer record information reveals that Image Access is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Image Access may take corrective action, including but not limited to suspending or terminating Image Access's electronic access to BellSouth's OSS functionality. If Image Access disagrees with the BellSouth allegations of unauthorized use, Image Access shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. 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.

2.3 Ordering. BellSouth will make available to Image Access electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and Image Access will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.3.1 Image Access shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill Image Access an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill Image Access a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the

electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

2.3.1.1 Image Access may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, Image Access may submit a list of such End Users if Image Access provides a separate PON for each location on the list. Each location will be billed as a separate LSR.

2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent Image Access requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's State E Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Image Access, BellSouth will not assess Image Access additional charges beyond the rates and charges specified in this Agreement.

2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Image Access (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Image Access for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).

2.4.2 Cancellation Charges. If Image Access cancels an LSR for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.

2.4.2.1 Notwithstanding the foregoing, if Image Access places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges

described in this Section shall not apply. Where Image Access places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Image Access may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Image Access elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

2.4.3 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by Image Access, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in Exhibit A of Attachment 2 of this Agreement will apply.

2.4.4 Order Modification Charges. If Image Access modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by Image Access in accordance with Exhibit A of Attachment 2 of this Agreement.

2.5 Maintenance and Repair. BellSouth will make available to Image Access electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and Image Access will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Image Access agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.

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

2.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Image Access (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Image Access for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable

Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).

2.6 Billing. BellSouth will provide Image Access nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

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

2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.

2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

3. MISCELLANEOUS

3.1 Pending Orders. To the extent that Image Access submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to Image Access for clarification. Image Access shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Image Access does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and Image Access shall be required to submit a new LSR, with a new PON.

3.2 Single Point of Contact. Image Access will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Image Access to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Image Access and BellSouth shall each

execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Image Access 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 Image Access that such a request has been processed but will not be required to notify Image Access in advance of such processing.

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

3.2.2 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in Attachment 9 of this Agreement.

3.2.3 Use of Facilities. When an End User of Image Access elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Image Access by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from an End User or from a CLEC. BellSouth will notify Image Access that such a request has been processed after the disconnect order has been completed.

3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact Image Access for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Image Access to request additional information or to request authorization for additional work deemed necessary by BellSouth.

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

3.4.1 When Image Access's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Image Access, which has the billing relationship with that End User, and Image Access may pass such charge to the End User.

Attachment 7

Billing

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Rates ..... Exhibit A

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Image Access under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.

1.1.1 For any service(s) BellSouth receives from Image Access, Image Access shall bill BellSouth in CBOS format.

1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.

1.1.3 BellSouth will render bills each month on established bill days for each of Image Access's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.

1.1.4 BellSouth will bill Image Access in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Image Access, and Image Access will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.

1.1.5 BellSouth will not perform billing and collection services for Image Access as a result of the execution of this Agreement.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Image Access will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services and/or

resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Image Access may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from Image Access.

1.2.1 Company Identifiers. OCN, CC, CIC, ACNA and BAN Changes. If Image Access needs transfer collocation (i.e., transfer assets) to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when Image Access has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), Image Access shall bear all costs incurred by BellSouth to convert Image Access to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of Image Access's End User customer records and will be handled by the BFR/NBR process.

1.2.2 Tax Exemption. It is the responsibility of Image Access to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Image Access entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to Image Access will not include those taxes or fees from which Image Access is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Image Access shall pay all applicable taxes and fees. In the event that Image Access believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth's receipt of a properly completed exemption certificate, BellSouth shall assign to Image Access its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from Image Access and at Image Access's sole expense, pursue such refund claim on behalf of Image Access, provided that Image Access promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Image Access. Image Access shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Image Access to its End Users.

1.3 Deposit Policy. BellSouth reserves the right to secure the accounts of new CLECs (entities with no existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) with a suitable form of security pursuant to this Section. Image Access may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a company with a credit rating of greater than or equal to 5A1.

1.3.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.3.2. Further, if Image Access has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, BellSouth may treat Image Access, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.3.5.

1.3.2 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form or substantially similar in substantive parts to the BellSouth Form), Surety Bond (BellSouth Form or substantially similar in substantive parts to the BellSouth Form).

1.3.3 The amount of the security shall not exceed two (2) month's estimated billing for new CLECs or actual billing for existing CLECs. Interest shall accrue per the appropriate BellSouth tariff on cash deposits.

1.3.3.1 The amount of the security due from Image Access Data shall be reduced by the undisputed amounts due to Image Access Data by BellSouth pursuant to Attachment 3 of this Agreement that have not been paid by the Due Date at the time of the request by BellSouth to Image Access Data for a deposit. Within ten (10) days of BellSouth's payment of such undisputed past due amounts to Image Access Data, shall provide the additional security necessary to establish the full amount of the deposit that BellSouth originally requested.

1.3.4 Any such security shall in no way release Image Access from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2 below.

1.3.5 BellSouth may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:

1.3.5.1 Image Access must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten percent (10%) of the non-disputed receivable balance is received over thirty (30) days past the Due Date.

1.3.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an

audited financial report) excluding any nonrecurring charges or special restructuring charges.

1.3.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:

1.3.5.3.1 Free cash flow positive;

1.3.5.3.2 Positive tangible net worth; and

1.3.5.3.3 Debt/tangible net worth rating of two point five (2.5) or better.

1.3.6 Subject to Section 1.3.7 following, in the event Image Access fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) days of Image Access's receipt of such request, service to Image Access may be terminated in accordance with the terms of Section 1.5 below and subtending sections of this Attachment, and any security deposits will be applied to Image Access's account(s). Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.3.7 The Parties will work together to determine the need for or amount of a reasonable deposit. If Image Access does not agree with the amount or need for a deposit requested by BellSouth, Image Access may file a petition with the Commissions for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that Image Access posts a payment bond for fifty percent (50%) of the requested deposit during the pendency of the proceeding. Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.3.8 At any such time as the provision of services to Image Access is terminated pursuant to Section 1.5 below, the amount of the deposit will be credited against Image Access's account(s) and any credit balance that may remain will be refunded immediately.

1.3.9 Subject to a standard of commercial reasonableness, if a material change in the circumstances of Image Access so warrants and/or gross monthly billing has increased more than twenty-five percent (25%) beyond the level most recently used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth herein this Section 1.3.

1.3.10 BellSouth shall refund, release or return any security, including all accrued interest, if any, within thirty (30) days of its determination that such security is no longer required by the terms of this Section 1.3 above or within thirty (30) days of Image Access establishing that it satisfies the standards set forth in Section 1.3.5 above. Image Access may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. Image Access shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in accordance with Section 7 of the General Terms and Conditions, unless such documents are otherwise publicly available.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Image Access. Image Access shall pay invoices by utilizing wire transfer services or automatic clearing house services. Image Access shall make payment to BellSouth for all services billed excluding disputed amounts. Payment for amounts disputed will be made in accordance with the provisions in section 2.3 below. BellSouth will not become involved in billing disputes that may arise between Image Access and Image Access's End User.

1.4.1 Payment Due. Payment for services provided by BellSouth is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Image Access's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

1.4.2 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 1.4.3, below, shall apply.

1.4.3 Late Payment. If any portion of the payment is not received by BellSouth on or before 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 and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed 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, or pursuant to the applicable state law. In addition to any applicable late payment and/or interest charges, Image Access may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.5 Discontinuing Service to Image Access. The procedures for discontinuing service to Image Access are as follows:

1.5.3 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

1.5.3.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

1.5.3.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.

1.5.3.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

1.5.4 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Image Access of the rules and regulations of BellSouth's tariffs.

1.5.5 Suspension. If payment of undisputed amounts due as described herein is not received by the payment due date in the month after the original bill date or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to Image Access that services will be Suspended if payment of such undisputed amounts, and all other undisputed amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4 above, or in the case of a security deposit request, in the manner set forth in Section 1.3: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.

1.5.5.1 The Suspension notice shall also provide that all undisputed past due charges for CRIS and IBS billed services, and all other undisputed amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.

1.5.5.2 For CABS billed services, BellSouth will provide a Discontinuance notice that is separate from the Suspension notice, that all undisputed past due charges for CABS billed Services, and all other undisputed amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension

notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that BellSouth provides the Suspension notice.

1.5.6 Discontinuance. If payment of amounts due as described herein and subject to Section 2 below is not received by the payment due date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing services to Image Access if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4 above or in the case of a deposit in accordance with Section 1.3, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5.

1.5.7 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after BellSouth provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Image Access has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) BellSouth has sent the subject bill(s) to Image Access within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:

i. in paper or CDROM form via the United States Postal Service (USPS), or

ii. in magnetic tape form via overnight delivery, or

iii. via electronic transmission; or

(2) BellSouth has sent the subject bill(s) to Image Access, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.8 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.9 Image Access is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after Image Access's services have been Discontinued, Image Access pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish service for Image Access.

1.5.9.1 Termination. If within seven (7) days after Image Access's service has been Discontinued and Image Access has failed to pay all past due charges as described above, then Image Access's service will be Terminated.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from Image Access, shall be forwarded to the individual (s) listed in the Notices provision of the General Terms and Conditions of this Agreement. The notice of discontinuance of services purchased by Image Access under this Agreement provided for in Section 1.5 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

2 BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party using either the Mass Dispute spreadsheet format for multiple disputes or the BAR or the EBAR form on BellSouth's website at www.bellsouth.interconnection.com.

2.1.1 Confirmation of the receipt of a dispute filed via the BAR form or multiple disputes filed via the Mass Dispute spreadsheet format will be sent by the billing Party to the disputing Party via the same medium used in filing the dispute(s). An automatic response will be provided for those filed electronically and a response will be provided within three (3) business days for those filed via fax. Both Parties will use the Claim Number inserted on the BAR or the Mass Dispute spreadsheet format or the EBAR form on the interet as the indicator of the appropriate dispute in question.

2.1.2 All Valid Disputes, as defined in Section 2.2 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.

2.1.3 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes along with the requesting Party's audit/claim number listed on the BAR form, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.

2.1.4 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually

convenient time at a BellSouth location, selected by BellSouth, to which Image Access agrees to travel at its expense.

2.1.5 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at Bellsouth's Interconnection Services Web site: http://interconnection.bellsouth.com/forms/html/billing&collections.html to assist in this effort. If, after escalation, the Parties are unable to reach resolution, then the unresolved dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be honored. The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.3 below, pending resolution of the dispute. These late payment charges must be disputed until the initial 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. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make payment of any of the disputed amount owed to the billing Party immediately. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party immediately.

2.3 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 where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.4.3 above. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute.

3 REVENUE ACCOUNTING OFFICE (RAO) HOSTING

3.5 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies ("Telcordia") used to transmit

alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.

3.6 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies ("Host") for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center ("Indirect Participants").

3.7 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

3.8 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company

3.9 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.

3.10 RAO Hosting, CATS and NICS services provided to Image Access by BellSouth will be in accordance with the methods and practices regularly 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.

3.11 Image Access shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3.12 Charges or credits, as applicable, will be applied by BellSouth to Image Access on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.

3.13 Image Access must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Image Access must request that BellSouth establish a unique hosted RAO code for Image Access. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

3.14 BellSouth will receive messages from Image Access that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. Image Access shall send all messages to BellSouth no later than sixty (60) days after the message date.

3.15 BellSouth will perform invoice sequence checking, standard Exchange Message Interface (EMI) format editing, and balancing of message data with the EMI trailer record counts on all data received from Image Access.

3.16 All data received from Image Access that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.

3.17 All data received from Image Access that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.

3.18 BellSouth will receive messages from the CMDS network that are destined to be processed by Image Access and will forward them to Image Access on a daily basis for processing.

3.19 Transmission of message data between BellSouth and Image Access will be distributed via Secure File Transfer Protocol (FTP) mailbox. 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move Image Access to CONNECT:Direct file delivery.

3.19.8 If Image Access is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between BellSouth and Image Access for the purpose of data transmission. Where a dedicated line is required, Image Access will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Image Access will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Image Access. Additionally, all message toll charges associated with the use of the dial circuit by Image Access will be the responsibility of Image Access. Associated equipment on the

BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Image Access end for the purpose of data transmission will be the responsibility of Image Access.

3.19.9 If Image Access utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Image Access.

3.20 All messages and related data exchanged between BellSouth and Image Access will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

3.21 Image Access will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.

3.22 Should it become necessary for Image Access to send data to BellSouth more than sixty (60) days past the message date(s), Image Access will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Image Access, where necessary, to notify all affected LECs.

3.23 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.

3.24 Should an error be detected by the EMI format edits performed by BellSouth on data received from Image Access, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Image Access of the error. Image Access 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, Image Access will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

3.25 In association with message distribution service, BellSouth will provide Image Access with associated intercompany settlements reports (CATS and NICS) as appropriate.

3.26 Notwithstanding anything in this Agreement to the contrary, 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 Section 3.

3.27 Intercompany Settlements Messages

3.27.8 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Image Access as a facilities based provider of local exchange telecommunications services.

3.27.9 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of Image Access and will distribute copies of these reports to Image Access on a monthly basis.

3.27.10 Through CATS, BellSouth will collect the revenue earned by Image Access from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents ($0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Image Access. BellSouth will remit the revenue billed by Image Access to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Image Access. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Image Access via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.

3.27.11 Through NICS, BellSouth will collect the revenue earned by Image Access within the BellSouth territory from another LEC 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 Image Access. BellSouth will remit the revenue billed by Image Access within the BellSouth region to the LEC 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 Image Access via a CABS miscellaneous bill on a monthly basis in arrears.

3.27.12 BellSouth and Image Access 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 Image Access, BellSouth will provide the Optional Daily Usage File (ODUF) Services to Image Access pursuant to the terms and conditions set forth in this section.

4.2 Image Access shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The ODUF feed provides Image Access messages, associated with Wholesale Switch Port Services and Wholesale Local Platform Services that Image Access has purchased from BellSouth that were carried over the BellSouth network and processed by BellSouth for Image Access.

4.4 Charges for the ODUF Service will appear on Image Access's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A.

4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

4.6 Messages that error in the billing system of Image Access will be the responsibility of Image Access. If, however, Image Access should encounter significant volumes of errored messages that prevent processing by Image Access within its systems, BellSouth will work with Image Access to determine the source of the errors and the appropriate resolution.

4.7 ODUF Specifications

4.7.1 ODUF Messages to be Transmitted.

4.7.2 The following messages recorded by BellSouth will be transmitted to Image Access:

4.7.2.1 Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.)

4.7.2.2 Measured local calls

4.7.2.3 Directory Assistance messages

4.7.2.4 IntraLATA Toll

4.7.2.5 WATS and 800 Service

4.7.2.6 N11

4.7.2.7 Information Service Provider Messages

4.7.2.8 Operator Services Messages

4.7.2.9 Operator Services Message Attempted Calls

4.7.2.10 Credit/Cancel Records

4.7.2.11 Usage for Mail Message Service

4.7.3 Rated Incollects (messages BellSouth receives from other revenue accounting offices) also appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.4 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Image Access.

4.7.5 In the event that Image Access detects a duplicate on ODUF they receive from BellSouth, Image Access will drop the duplicate message and will not return the duplicate to BellSouth.

4.7.6 ODUF Physical File Characteristics

4.7.6.1 ODUF will be distributed to Image Access via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the Image Access to CONNECT:Direct file delivery.

4.7.6.2 If the Image Access is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and Image Access for the purpose of data transmission. Where a dedicated line is required, Image Access will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Image Access will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Image Access's responsibility. 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 Image Access. Additionally, all message toll charges associated with the use of the dial circuit by Image Access will be the responsibility of Image Access. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Image Access's end for the purpose of data transmission will be the responsibility of Image Access.

4.7.6.3 If Image Access utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Image Access.

4.7.7 ODUF Packing Specifications

4.7.7.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) 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 ninety nine (99) packs and a minimum of one (1) pack.

4.7.7.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Image Access which BellSouth RAO is sending the message. BellSouth and Image Access will use the invoice sequencing to control

data exchange. Image Access will notify BellSouth of sequence failures identified by Image Access and BellSouth will resend the data as appropriate.

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

4.7.9 ODUF Control Data. Image Access will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Image Access's receipt of the pack and 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 Image Access for reasons stated in the above section.

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

5 ACCESS DAILY USAGE FILE

5.1 Upon written request from Image Access, BellSouth will provide the Access Daily Usage File (ADUF) Services to Image Access pursuant to the terms and conditions set forth in this section.

5.2 Image Access shall furnish all relevant information required by BellSouth for the provision of ADUF Services.

5.3 The ADUF provides Image Access originating and terminating access and third party messages associated with Wholesale Switch Port Services and Wholesale Local Platform Services that Image Access has purchased from BellSouth.

5.4 Charges for ADUF Services will appear on Image Access's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit.

5.5 Messages that error in the billing system of Image Access will be the responsibility of Image Access. If, however, Image Access should encounter significant volumes of errored messages that prevent processing by Image Access within its systems, BellSouth will work with Image Access to determine the source of the errors and the appropriate resolution.

5.6 ADUF Messages to be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to Image Access:

5.6.2 Recorded originating and terminating interstate and intrastate access records associated with Wholesale Switch Port Services and Wholesale Local Platform Services.

5.6.3 Recorded terminating access records for undetermined jurisdiction access records associated with Wholesale Switch Port Services and Wholesale Local Platform Services.

5.6.4 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Image Access.

5.6.5 In the event that Image Access detects a duplicate on ADUF they receive from BellSouth, Image Access will drop the duplicate message and will not return the duplicate to BellSouth.

5.7 ADUF Physical File Characteristics

5.7.1 ADUF will be distributed to Image Access via Secure FTP Mailbox. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 bytes). 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 (1) dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the Image Access to CONNECT:Direct file delivery.

5.7.2 If the Image Access is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and Image Access for the purpose of data transmission. Where a dedicated line is required, Image Access will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Image Access will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Image Access's responsibility. 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 Image Access. Additionally, all message toll charges associated with the use of the dial circuit by Image Access will be the responsibility of Image Access. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Image Access's end for the purpose of data transmission will be the responsibility of Image Access.

5.7.2.1 If Image Access utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Image Access.

5.7.3 ADUF Packing Specifications

5.7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) 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 ninety-nine (99) packs and a minimum of one (1) pack.

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

5.7.4 ADUF Pack Rejection. Image Access will notify BellSouth within one (1) 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 (e.g. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Image Access will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Image Access by BellSouth.

5.7.5 ADUF Control Data. Image Access will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate Image Access's receipt of the pack and 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 Image Access for reasons stated in the above section.

5.7.6 ADUF Testing. Upon request from Image Access, BellSouth shall send a test file of generic data to Image Access via CONNECT:Direct or Text File via e-mail. The Parties agree to review and discuss the test file's content and/or format.

6. Rates for ODUF, ADUF and CMDS

6.1 For ODUF, ADUF and CMDS, rates are as set forth in Exhibit A.

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

CMDS - Florida

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

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

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

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

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

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

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

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

Attachment 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 separate license agreement negotiated with BellSouth.

Attachment 9

Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) in a proceeding applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) that have been ordered in a particular state can currently be accessed via the internet at https://pmap.bellsouth.com. Nothing in this Attachment 9 shall supercede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to BellSouth's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that BellSouth failed to comply with or has violated any state or federal law or regulation.

Attachment 10

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 CLEC, general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available at the following BellSouth Interconnection Services Web site: http://interconnection.bellsouth.com/products/vertical/tsp.html. 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 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 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 ensure 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 ECC

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. 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 whose 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 CO 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 CO

When BellSouth loses a CO, 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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When BellSouth loses a CO 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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

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.)

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 on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and

e) 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

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

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/index.html. Information concerning Mechanized Disaster Reports can also be found at this Web site by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrdocs.html.

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 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1. **Bona Fide Request**

1.1 The Parties agree that Image Access is entitled to order any Network Element, interconnection option or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when Image Access 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 provided for in this Agreement.

1.2 A BFR shall be submitted in writing by Image Access and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Image Access's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e., a BFR). The request shall be sent to Image Access's designated BellSouth Sales contact or Local Contract Manager (LCM).

1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Image Access at any time during the processing of the BFR.

1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if the preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to Image Access by providing a preliminary analysis of the new or modified Network Element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified Network Element, interconnection option or service option or confirm that BellSouth will not offer the new or modified Network Element, interconnection option or service option.

1.5 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified Network Element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to,

request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the Network Element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified Network Element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified Network Element, interconnection option or service option, should actually be submitted as a New Business Request (NBR) or is otherwise not required to be provided under the Act. If BellSouth cannot provide the Network Element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Image Access's requested date.

1.6 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify Image Access within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If Image Access accepts the complex request evaluation fee proposed by BellSouth, Image Access shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Image Access by providing a preliminary analysis, consistent with Section 1.4 above.

1.7 Image Access may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If Image Access cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6

above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

1.8 Image Access will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Image Access fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified Network Element, interconnection option or service option quoted in the preliminary analysis.

1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Image Access's accurate BFR application for a Network Element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of Image Access's accurate BFR application for a new or modified Network Element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Image Access's accurate BFR application for a new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than twenty-five percent (25%).

1.10 Image Access shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote.

1.11 Unless Image Access agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.

1.12 If Image Access believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in General Terms and Conditions.

1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2 **New Business Request**

2.1 Image Access also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment. A NBR is to be used by Image Access to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.

2.2 An NBR shall be submitted in writing by Image Access and 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 request shall be sent to Image Access's designated BellSouth Sales contact or LCM.

2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Image Access at any time during the processing of the NBR.

2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to Image Access by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.

2.5 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Image Access's requested date.

2.6 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify Image Access within ten (10) business days of BellSouth's notice that a complex request evaluation fee is required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If Image Access accepts the complex request evaluation fee amount proposed by BellSouth, Image Access shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.

2.7 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Image Access by providing a preliminary analysis of such Requested NBR Services.

2.8 Image Access may cancel an NBR at any time. If Image Access cancels the request more than ten (10) business days after submitting it, Image Access shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.

2.9 Image Access will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If Image Access fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.

2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.

2.11 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Image Access's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Image Access's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than twenty-five percent (25%).

2.12 Image Access shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis'

estimate of the Development Rate, BellSouth will credit Image Access's account for the difference.

2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.

4/9/2009 10:16 AM
Office of Commission Clerk Official Filing

090176-TP

Ruth Nettles

From: Holland, Robyn P [rh0582@att.com]
Sent: Thursday, April 09, 2009 9:41 AM
To: Filings@psc.state.fl.us
Cc: Jeff Bates
Subject: Amendment Filing

Attachments: 9100C_Sc.pdf

9100C_Sc.pdf
(138 KB)

-----Original Message-----
From: YANT, ROBYN [mailto:robyn.holland@att.com]
Sent: Thursday, April 09, 2009 9:30 AM
To: YANT, ROBYN
Subject: 9100C Scan

Please open the attached document.
This document was sent to you using an HP Digital Sender.

Sent by:	YANT, ROBYN <robyn.holland@att.com>
Number of pages:	3
Document type:	B/W Document
Attachment File Format:	Adobe PDF

To view this document you need to use the Adobe Acrobat Reader.
For free copy of the Acrobat reader please visit:

http://www.adobe.com

For more information on the HP Digital Sender please visit:

http://www.digitalsender.hp.com

*****

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DOCUMENT NUMBER-DATE
03179 APR-9 8
FPSC-COMMISSION CLERK

090176-TP

April 9, 2009

Mrs. Ann Cole
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a NewPhone

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection, unbundling, resale and collocation Agreement with Image Access, Inc. d/b/a NewPhone.

The underlying agreement was filed on April 4, 2006 in docket 060319-TP.

If you have any questions, please do not hesitate to call Robyn Yant at (850) 577-5551.

Very truly yours,

Robyn Yant for

Jerry D. Hendrix
Regulatory Vice President

DOCUMENT NUMBER-DATE
03179 APR-9 8
FPSC-COMMISSION CLERK

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE
AND
IMAGE ACCESS, INC. D/B/A NEWPHONE

The Interconnection Agreement dated April 19, 2006 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Image Access, Inc. dba NewPhone, and in Florida, Image Access, Inc. d/b/a NewPhone, Inc. ("Image Access") ("Agreement") effective in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee is hereby amended as follows:

1. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:

   2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from April 18, 2009 until April 18, 2012 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Image Access, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.

3. The Parties acknowledge and agree that they will promptly amend the Agreement to reflect future changes of law as and when they may arise pursuant to the Agreement's change of law provision.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

DOCUMENT NUMBER-DATE
03179 APR-98
FPSC-COMMISSION CLERK

AMENDMENT TO EXTEND TERM DATE/AT&T-9STATE
SIGNATURE PAGE
Image Access
VERSION – 09/24/08

Image Access, Inc. d/b/a NewPhone and in Florida, Image Access, Inc. d/b/a NewPhone, Inc.

By: _____

Name: Gene Dry
(Print or Type)

Title: VP Regulatory
(Print or Type)

Date: 3/5/09

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee by AT&T Operations, Inc., its authorized agent

By: _____

Name: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 3·31·09

	OCN #	ACNA		OCN #	ACNA
ALABAMA			MISSISSIPPI		
FLORIDA			NORTH CAROLINA		
GEORGIA			SOUTH CAROLINA		
KENTUCKY			TENNESSEE		
LOUISIANA					

[CCCS Amendment 2 of 2]

[CCCS Amendment 2 of 2]

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 7
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-4)
DATE 5/3/12

TO: **Contract Management**
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

October 20, 2010

RE: Request to Adopt Interconnection Agreement

Director – Contract Management:

Express Phone Service, Inc. ("Carrier") desires to exercise its right to opt into the existing Interconnection Agreement ("ICA") between Southwestern Bell Texas ("AT&T") and Image Access, Inc. d/b/a NewPhone, Inc. in the state of Florida. Carrier understands that its request to opt into the ICA is subject to applicable requirements governing this process as set forth in Section 252(i) and Rule 51.809. Moreover, if the Agreement has not been amended to reflect changes of law, Carrier acknowledges that it is obligated to negotiate in good faith the execution of an Amendment regarding such change of law and agrees to complete said execution within 30 days after it has opted into the ICA. AT&T will reply in writing to this formal request.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	Tom Armstrong
NOTICE CONTACT TITLE	President
STREET ADDRESS	1803 W. Fairfield Drive
ROOM OR SUITE	Unit 1
CITY, STATE, ZIP CODE	Pensacola, FL 32501
E-MAIL ADDRESS	tom@dei.gccoxmail.com
TELEPHONE NUMBER	850-291-6415
FACSIMILE NUMBER	850-305-1151
STATE OF INCORPORATION	Texas

Enclose proof of certification for state requested.

Enclose ***documentation from Telcordia*** as confirmation of ACNA. **See attached**

Enclose ***documentation from NECA*** as confirmation of OCN(s). **See attached**

Enclose ***verification*** of type of entity and registration with Secretary of State. **See attached**

Form completed and submitted by: Mark Foster, mark@mfosterlaw.com

Contact number: 512-708-8700

* All requested carrier contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

State of Florida

Department of State

I certify from the records of this office that EXPRESS PHONE SERVICE, INC. is a corporation organized under the laws of the State of Florida, filed on May 17, 1999.

The document number of this corporation is P99000046171.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on March 18, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twentieth day of October, 2010

Laura K. Roberts

Secretary of State

Authentication ID: **900186913469-102010-P99000046171**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

NECA Services, Inc.
80 South Jefferson Road • Whippany, New Jersey 07981

September 03, 2002

Mr. Tom Armstrong
Express Title Financial Corporation dba Express Telephone Services
1020 N. 9th Ave.
Pensacola, Florida 32501
Phone: 850-444-9673
Fax: 850-444-9674
Email: tom@dei.gccoxmail.com

Dear Mr. Tom Armstrong:

This letter confirms your request for company code(s) for Express Title Financial Corporation dba Express Telephone Services, headquartered at 1020 N. 9th Ave., Pensacola, Florida 32501.

Company Code	Company Name	Category
126A	Express Title Financial Corporation dba Express Telephone Services - FL	ULEC (Florida)

If you have any questions, please contact the Company Code Administrator on (973)884-8249 or at ccfees@necaservices.com. For future code requests, please use our online ordering system, or print the latest version of the company code request form from our website at http://www.necaservices.com.

Sincerely,

M. Steinhart

Melanie Proehl-Steinhart
Manager - Tariff No. 4 and AOCN Services

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for approval of transfer of and name change on existing ALEC Certificate No. 5636 from Express Title Financial Corporation d/b/a Express Loans to Express Phone Service, Inc.	DOCKET NO. 000776-TX ORDER NO. PSC-00-1627-CO-TX ISSUED: September 12, 2000

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-00-1495-PAA-TX, issued August 18, 2000, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-00-1495-PAA-TX has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission, this 12th day of September, 2000.

Blanca S. Bayó

BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

JAE

DOCUMENT NUMBER-DATE
11309 SEP 12 8
FPSC-COMMISSION CLERK

J

M E M O R A N D U M

RECEIVED-FPSC
09 SEP 12 AM 10:46
RECORDS AND REPORTING

September 12, 2000

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (ELLIOTT) JAE 9/12

RE: DOCKET NO. 000776-TX - APPLICATION FOR APPROVAL OF TRANSFER OF AND NAME CHANGE ON EXISTING ALEC CERTIFICATE NO. 5636 FROM EXPRESS TITLE FINANCIAL CORPORATION D/B/A EXPRESS LOANS TO EXPRESS PHONE SERVICE, INC.

1627-CO

Attached is a CONSUMMATING ORDER, to be issued in the above-referenced docket. (Number of pages in order - 2)

JAE/anc
Attachment
cc: Division of Regulatory Oversight (Williams)
I: 000776co.jae

11/0

COMMON LANGUAGE Products

eCoder

2/27/2004 **General Codes - IAC Codes** 1:47:11 PM EST

Printer Friendly Output

Print Now Note: You may want to print using landscape orientation for wide outputs

Code	XPV
Company Name	EXPRESS PHONE SERVICE, INC
Date Created	2/27/2004
Date Changed	2/27/2004
City	PENSACOLA
State/Province	FL
Requestor Name	THOMAS M. ARMSTRONG
Requestor Phone	850 444-3673
Requestor Company Code	XPV
ILEC Number	
Remarks	
Other Previous Names	
Consolidated	No
Status	Valid
Creator ID	cdr1317
Changer ID	cdr1317

[illegible]

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 8
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-5)
DATE 5/3/12

Eddie A. Reed, Jr.
Director-Interconnection Agreements
AT&T Operations, Inc.

AT&T Wholesale
311 S. Akard, Room 9A0 01
Dallas, TX 75202
Fax 900 404-4549

at&t

November 1, 2010

Mark Foster
Attorney
c/o Law Office of Mark Foster
707 West Tenth Street
Austin, TX 78701

Re: Express Phone Service, Inc.'s Section 252(i) adoption requests

Dear Mark Foster:

On October 21, 2010, AT&T received your letter dated October 20, 2010, via facsimile, on behalf of Express Phone Service, Inc. ("Express Phone"). Your letter states that Express Phone desires to adopt the Florida Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida (AT&T Florida), and Image Access, Inc. in the State of Florida. In addition, Express Phone desires to adopt the Mississippi Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi (AT&T Mississippi), and Image Access, Inc. in the State of Mississippi.

Our records indicate that Express Phone is currently operating under an approved Agreement in the States of Florida and Mississippi which have not expired and are not within the timeframe to request a successor agreement. Therefore, pursuant to the Effective Date, Term, and Termination provisions of the General Terms and Conditions, AT&T denies Express Phone's adoption requests.

Crystal Parker Brack will continue to be the AT&T Lead Negotiator assigned to Express Phone and may be reached at 312-335-3070. Please direct any questions or concerns you may have to Ms. Parker Brack.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

TENA RYLANDER

Eddie A. Reed, Jr.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 9
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-6)
DATE 5/3/12

TO: **Contract Management**
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

March 14, 2011

RE: Request to Adopt Interconnection Agreement

Director – Contract Management:

Express Phone Service, Inc. ("Carrier") desires to exercise its right to opt into the existing Interconnection Agreement ("ICA") between Southwestern Bell Texas ("AT&T") and Image Access, Inc. d/b/a NewPhone, Inc. in the state of Florida. Carrier understands that its request to opt into the ICA is subject to applicable requirements governing this process as set forth in Section 252(i) and Rule 51.809. Moreover, if the Agreement has not been amended to reflect changes of law, Carrier acknowledges that it is obligated to negotiate in good faith the execution of an Amendment regarding such change of law and agrees to complete said execution within 30 days after it has opted into the ICA. AT&T will reply in writing to this formal request.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	Tom Armstrong
NOTICE CONTACT TITLE	President
STREET ADDRESS	1803 W. Fairfield Drive
ROOM OR SUITE	Unit 1
CITY, STATE, ZIP CODE	Pensacola, FL 32501
E-MAIL ADDRESS	tom@dei.gccoxmail.com
TELEPHONE NUMBER	850-291-6415
FACSIMILE NUMBER	850-305-1151
STATE OF INCORPORATION	Texas

Enclose proof of certification for state requested.

Enclose ***documentation from Telcordia*** as confirmation of ACNA. **See attached**

Enclose ***documentation from NECA*** as confirmation of OCN(s). **See attached**

Enclose ***verification*** of type of entity and registration with Secretary of State. **See attached**

Form completed and submitted by: Mark Foster, mark@mfosterlaw.com

Contact number: 512-708-8700

***All requested carrier contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.**

NECA Services, Inc.
80 South Jefferson Road • Whippany, New Jersey 07981

September 03, 2002

Mr. Tom Armstrong
Express Title Financial Corporation dba Express Telephone Services
1020 N. 9th Ave.
Pensacola, Florida 32501
Phone: 850-444-9673
Fax: 850-444-9674
Email: tom@dei.gccoxmail.com

Dear Mr. Tom Armstrong:

This letter confirms your request for company code(s) for Express Title Financial Corporation dba Express Telephone Services, headquartered at 1020 N. 9th Ave., Pensacola, Florida 32501.

Company Code	Company Name	Category
126A	Express Title Financial Corporation dba Express Telephone Services - FL	ULEC (Florida)

If you have any questions, please contact the Company Code Administrator on (973)884-8249 or at ccfees@necaservices.com. For future code requests, please use our online ordering system, or print the latest version of the company code request form from our website at [illegible].

Sincerely,

M. Steinhart

Melanie Proehl-Steinhart
Manager - Tariff No. 4 and AOCN Services

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for approval of transfer of and name change on existing ALEC Certificate No. 5636 from Express Title Financial Corporation d/b/a Express Loans to Express Phone Service, Inc.	DOCKET NO. 000776-TX ORDER NO. PSC-00-1495-PAA-TX ISSUED: August 18, 2000

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman
E. LEON JACOBS, JR.
LILA A. JABER

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING TRANSFER OF AND NAME CHANGE ON
ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS CERTIFICATE

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

On June 27, 2000, Express Title Financial Corporation d/b/a Express Loans (Express Loans) and Express Phone Service, Inc. (Express Phone) filed with this Commission a joint request for transfer of and name change on Alternative Local Exchange Telecommunications (ALEC) Certificate No. 5636 from Express Loans to Express Phone.

Express Loans and Express Phone have complied with Rule 25-24.815, Florida Administrative Code, regarding the transfer of ALEC certificates. We find the transfer to be in the public interest and, therefore, approve the transfer. ALEC Certificate No. 5636 shall be amended to reflect that Express Phone is the holder of this certificate.

DOCUMENT NUMBER-DATE
10135 AUG 18 00

If this Order becomes final and effective, it shall serve as Express Phone's certificate. It should, therefore, be retained by Express Phone as proof of certification and as evidence of the name change.

ALECs are subject to Chapter 25-24, Florida Administrative Code, Part XV, Rules Governing Telecommunications Service Provided by Alternative Local Exchange Companies. ALECs are also required to comply with all applicable provisions of Chapter 364, Florida Statutes, and Chapters 25-4, Florida Administrative Code.

In addition, Section 364.337(2), Florida Statutes, requires ALECs which provide basic local telecommunications service to provide access to 911 services. This Commission has no rules specifying the 911 services that either an incumbent local exchange company (ILEC) or an ALEC must provide; however, 911 service that is inferior to that provided by the ILEC would clearly not be in the public interest. Accordingly, we find that Section 364.337(2), Florida Statutes, requires ALECs which provide basic local telecommunications services to provide at least the same level of 911 services as that provided by the ILEC serving the same area.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the request for transfer of and name change on Alternative Local Exchange Telecommunications Certificate No. 5636 from Express Title Financial Corporation d/b/a Express Loans to Express Phone Service, Inc., is hereby approved. It is further

ORDERED that Express Phone Service, Inc. Alternative Local Exchange Telecommunications Certificate No. 5636 is subject to the terms and conditions set forth in the body of this Order. It is further

ORDERED that Alternative Local Exchange Telecommunications Certificate No. 5636 shall be amended to reflect that Express Phone Service, Inc., is the holder of this certificate.

ORDERED that this Order will serve as Express Phone Service, Inc.'s certificate and that this Order should be retained as proof of certification and as evidence of the name change. It is further

ORDERED that each alternative local exchange company which provides basic local telecommunications services shall provide at least the same level of 911 services as that provided by the

incumbent local exchange company serving the same area. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket shall be closed.

By ORDER of the Florida Public Service Commission, this 18th day of August, 2000.

Blanca S. Bayó

BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

PW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on September 8, 2000.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

9/5.

RECEIVED-FPSC

M E M O R A N D U M

August 16, 2000 00 AUG 18 AM 10:48

RECORDS AND REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (PEÑA)

RE: DOCKET NO. 000776-TX ~~REQUEST~~ FOR NAME CHANGE ON PAY TELEPHONE CERTIFICATE NO. 6017 ~~FROM~~ JESUS SOLE TO JESUS SOLE D/B/A ADVANCE TELEPHONE USA COMPANY.
Express Title
1495-PAA

Attached is a NOTICE OF PROPOSED AGENCY ACTION ORDER APPROVING TRANSFER OF AND NAME CHANGE ON ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS CERTIFICATE, to be issued in the above-referenced docket. (Number of pages in order - 4

KMP/anc
Attachment
cc: Division of Regulatory Oversight (Williams)
I: 000776.pw

pg. 1

4/0.

State of Florida

Department of State

I certify from the records of this office that EXPRESS PHONE SERVICE, INC. is a corporation organized under the laws of the State of Florida, filed on May 17, 1999.

The document number of this corporation is P99000046171.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on March 18, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twentieth day of October, 2010

Laura K. Roberts

Secretary of State

Authentication ID: **900186913469-102010-P99000046171**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 10
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-7)
DATE 5/3/12

AT&T Wholesale
311 S. Akard, 9th Floor
Dallas, TX 75202
Fax 800 404-4548

Docket No. 110087-TP
AT&T Response 3-25-2011
Exhibit TMA-7, Page 1 of 1

at&t

March 25, 2011

Mark Foster
Law Office of Mark Foster
707 West Tenth Street
Austin, TX 78701

Re: Express Phone Service, Inc.'s Section 252(i) adoption requests

Dear Mr. Foster:

On March 14, 2011, AT&T received your letters of this same date, via facsimile, in which you requested that Express Phone Service, Inc. ("Express Phone") be permitted to adopt the Interconnection Agreement ("ICA") between BellSouth Telecommunications, Inc. ("AT&T") and Image Access, Inc. for the States of Alabama, Florida, and Mississippi ("Image Access ICAs").

Although the parties are now in the negotiation period provided in Section 2.2 of its present ICAs, Express Phone is not meeting its payment obligations under those Agreements. AT&T conditionally accepts Express Phone's requests provided all of the following occur:

(1) Express Phone cures all past due amounts, including disputed amounts, existing under its present ICA's by March 29, 2011, as documented in AT&T's Notice Letters of February 23, 2011 and any amounts accrued thereafter, as required by Section 1.4 of Express Phone's ICAs;

(2) Express Phone provides a suitable form of security to AT&T (in the form of a deposit or one of the other methods available under the Agreement to be adopted for services rendered under that Agreement); and

(3) The Agreement to be adopted remains available for adoption pursuant to Section 252(i).

To the extent that Express Phone does not comply with the above-listed requirements by March 29, 2011 and still wishes to adopt the Image Access ICA's, Express Phone will be required to submit subsequent written requests to AT&T for consideration.

Julia Johnson will be the AT&T Lead Negotiator assigned to Express Phone and may be reached at 404-927-7806. Please direct any questions or concerns you may have to Ms. Johnson.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

Jill Bockelman
Director

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 11
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-8)
DATE 5/3/12

From: Mark Foster [mailto:mark@mfosterlaw.com]
Sent: Monday, March 28, 2011 12:02 PM
To: 'JOHNSON, JULIA H (ATTSI)'
Subject: Express Phone Service, Inc. - Section 252(i) Adoption Request

Dear Ms. Johnson:

Attached please find a March 25, 2011, letter from Bill Bockelman of AT&T. He identifies you as the person to contact regarding the pending request of Express Phone Service, Inc. to

adopt the interconnection agreement between AT&T and Image Access, Inc. for the States of Alabama, Florida and Mississippi.

Conditions (1) and (2) set out in the letter are contrary to the federal Telecommunications Act of 1996 and the current resale agreement between the parties.

Section 252(i) of the Act provides:

> (i) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS- A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

The statute makes no exception to the requirement that an ILEC such as AT&T must allow a

CLEC to adopt an interconnection agreement between the ILEC and another CLEC. It certainly doesn't

say that the ILEC can require that all past due amounts, including disputed amounts, be "cured" prior to adoption of another interconnection agreement. The statute also makes no provision for a "suitable form of security" to be provided prior to adoption. The FCC has explained the statutory requirement in its 251 Order:

> 19. We conclude that under an all-or-nothing rule, requesting carriers will be protected from discrimination, as intended by section 252(i).[FN66] Specifically, an incumbent LEC will not be able to reach a discriminatory agreement for interconnection, services, or network elements with a particular carrier without making that agreement in its entirety available to other requesting carriers. If the agreement includes terms that materially benefit the preferred carrier, other requesting carriers will likely have an incentive to adopt that agreement to gain the benefit of the incumbent LEC's discriminatory bargain. Because these agreements will be available on the same terms and conditions to requesting carriers, the all-or-nothing rule should effectively deter incumbent LECs from engaging in such discrimination.

Moreover, the existing resale agreement between the parties provides at Section 11 of General Terms and Conditions that BellSouth shall make available to Express Phone any entire resale agreement filed and approved.

With respect to Condition (2) in the attached letter, Express Phone currently maintains a suitable security with AT&T pursuant to an agreement between Express Phone and AT&T through its attorney Reginald Greene dated September 24, 2010.

Mr. Bockelman's letter states that "to the extent Express Phone does not comply with the above-listed requirements by March 29, 2011 and still wishes to adopt the Image Access ICA's, Express Phone will be required to submit subsequent written requests to AT&T for consideration." Please understand that Express Phone's March 14, 2011, requests to adopt the Image Access agreements are valid in and of themselves. There is no legal requirement to furnish any more written requests. Without waiving that position, this email communication can be considered by AT&T as the requested "subsequent written request."

The requested interconnection agreements should be made available by AT&T through appropriate adoption agreements without delay.

Thanks,

Mark

Mark Foster
Attorney at Law
707 West Tenth Street
Austin, TX 78701
(512) 708-8700
(512) 697-0058 Fax
mark@mfosterlaw.com
www.mfosterlaw.com

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 12
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-9)
DATE 5/3/12

From: JOHNSON, JULIA H (ATTSI) [mailto:jj2506@att.com]
Sent: Wednesday, April 06, 2011 9:28 AM
To: Mark Foster
Subject: RE: Express Phone Service, Inc. - Section 252(i) Adoption Request

Dear Mr. Foster:

I write in response to your e-mail below, dated March 28, 2011, regarding the March 25 letter that AT&T sent to Express Phone Service, Inc. ("Express Phone") in response to Express Phone's request to adopt the Interconnection Agreement between BellSouth Telecommunications, Inc. ("AT&T") and Image Access, Inc. for the States of Alabama, Florida, and Mississippi ("Image Access ICA").

I understand that after AT&T's receipt of your email, Express Phone filed Notices with the Alabama, Florida and Mississippi commissions purporting to unilaterally adopt the Image Access ICA for these states without the consent or agreement from AT&T. AT&T has filed responses to those Notices with the commissions and I refer you to those responses to address the concerns you raise.

I note that Express Phone did not cure its non-payment breach within the time specified in AT&T's February 23, 2011 letter, and it therefore did not meet a necessary condition that AT&T specified in its March 25 response. As a result, Express Phone's request to adopt the Image Access ICA is denied.

The remaining issues raised in your March 28 email have been referred to the AT&T Legal Department.

Julia H. Johnson
Lead Interconnection Agreements Manager
AT&T Wholesale
(404) 927-7806

This email and any files transmitted with it are the property of AT&T, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please notify the sender at (404) 927-7806 and delete this message from your computer immediately. Any other use, dissemination, forwarding, printing or copying of this email is strictly prohibited.

From: Mark Foster [mailto:mark@mfosterlaw.com]
Sent: Monday, March 28, 2011 1:02 PM
To: JOHNSON, JULIA H (ATTSI)
Subject: Express Phone Service, Inc. - Section 252(i) Adoption Request

Dear Ms. Johnson:

Attached please find a March 25, 2011, letter from Bill Bockelman of AT&T. He identifies you as the person to contact regarding the pending request of Express Phone Service, Inc. to

adopt the interconnection agreement between AT&T and Image Access, Inc. for the States of Alabama, Florida and Mississippi.

Conditions (1) and (2) set out in the letter are contrary to the federal Telecommunications Act of 1996 and the current resale agreement between the parties.

Section 252(i) of the Act provides:

> (i) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS- A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

The statute makes no exception to the requirement that an ILEC such as AT&T must allow a

CLEC to adopt an interconnection agreement between the ILEC and another CLEC. It certainly doesn't

say that the ILEC can require that all past due amounts, including disputed amounts, be "cured" prior to

adoption of another interconnection agreement. The statute also makes no provision for a "suitable form

of security" to be provided prior to adoption. The FCC has explained the statutory requirement in its

251 Order:

19. We conclude that under an all-or-nothing rule, requesting carriers will be protected from discrimination, as intended by section 252(i).[FN66] Specifically, an incumbent LEC will not be able to reach a discriminatory agreement for interconnection, services, or network elements with a particular carrier without making that agreement in its entirety available to other requesting carriers. If the agreement includes terms that materially benefit the preferred carrier, other requesting carriers will likely have an incentive to adopt that agreement to gain the benefit of the incumbent LEC's discriminatory bargain. Because these agreements will be available on the same terms and conditions to requesting carriers, the all-or-nothing rule should effectively deter incumbent LECs from engaging in such discrimination.

Moreover, the existing resale agreement between the parties provides at Section 11 of General Terms and Conditions that BellSouth shall make available to Express Phone any entire resale agreement filed and approved.

With respect to Condition (2) in the attached letter, Express Phone currently maintains a suitable security with AT&T pursuant to an agreement between Express Phone and AT&T through its attorney Reginald Greene dated September 24, 2010.

Mr. Bockelman's letter states that "to the extent Express Phone does not comply with the above-listed requirements by March 29, 2011 and still wishes to adopt the Image Access ICA's, Express Phone will be required to submit subsequent written requests to AT&T for consideration." Please understand that Express Phone's March 14, 2011, requests to adopt the Image Access agreements are valid in and of themselves. There is no legal requirement to furnish any more written requests. Without waiving that position, this email communication can be considered by AT&T as the requested "subsequent written request."

The requested interconnection agreements should be made available by AT&T through appropriate adoption agreements without delay.

Thanks,

Mark

Mark Foster
Attorney at Law
707 West Tenth Street
Austin, TX 78701
(512) 708-8700
(512) 697-0058 Fax
mark@mfosterlaw.com
www.mfosterlaw.com

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 13
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-10)
DATE 5/3/12

KA GM Keefe, Anchors Gordon & Moyle

March 29, 2011

VIA ELECTRONIC FILING

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Notice of the Adoption by Express Phone Service, Inc. of the Existing Interconnection, Unbundling, Resale and Collocation Agreement Between BellSouth Telecommunications, Inc. and Image Access, Inc. d/b/a New Phone, dated November 20, 2006, as amended, Docket No. _____

Dear Ms. Cole:

Express Phone, Inc. (Express Phone) hereby provides notice to the Florida Public Service Commission that effective immediately Express Phone has adopted in its entirety, the Interconnection, Unbundling, Resale and Collocation Agreement Between BellSouth Telecommunications, Inc. (AT&T) and Image Access, Inc. d/b/a New Phone, dated November 20, 2006, as amended (ICA).[1] The ICA may be viewed at http://www.floridapsc.org/library/FILINGS/06/03022-06/03022-06.PDF . The amendment may be viewed at http://www.floridapsc.org/library/FILINGS/09/03179-09/03179-09.pdf .

Express Phone exercises its right to adopt the New Phone ICA pursuant to the clear and unambiguous language of 47 U.S.C. § 252(i). Section 252(i) provides:

> A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

[1] This Interconnection Agreement was extended via amendment to April 18, 2012.

850.681.3828
850.681.8788 fax
118 N. Gadsden Street
Tallahassee, Florida 32301

Fort Walton Beach | Destin | DeFuniak Springs | Tallahassee | Crestview

Further, 47 U.S.C. § 51.809(a) provides:

> An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any agreement in its entirety to which the incumbent LEC is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement. An incumbent LEC may not limit the availability of any agreement only to those requesting carriers serving a comparable class of subscribers or providing the same service (i.e., local, access, or interexchange) as the original party to the agreement.

Additionally, the FCC has made it clear in its 251 Unbundling Order the reasons that adoption must be permitted[2]:

> We conclude that under an all-or-nothing rule, re-questing carriers will be protected from discrimination, as intended by section 252(i).[FN66] Specifically, an incumbent LEC will not be able to reach a discriminatory agreement for interconnection, services, or network elements with a particular carrier without making that agreement in its entirety available to other requesting carriers. If the agreement includes terms that materially benefit the preferred carrier, other requesting carriers will likely have an incentive to adopt that agreement to gain the benefit of the incumbent LEC's discriminatory bargain. Because these agreements will be available on the same terms and conditions to requesting carriers, the all-or-nothing rule should effectively deter incumbent LECs from engaging in such discrimination.

Express Phone has attempted on two occasions to secure AT&T's acknowledgement of Express Phone's adoption of the New Phone ICA. First, on October 21, 2010, Express Phone corresponded with AT&T indicating its desire to adopt the New Phone ICA. AT&T unlawfully refused to recognize such adoption by imposing conditions on Express Phone which appear nowhere in section 252(i) or its implementing rules. AT&T asserted that Express Phone was not entitled to adopt the New Phone agreement because Express Phone's ICA had not yet expired. (Attachment 1).

AT&T took this position despite the fact that section 11 of the General Terms and Conditions of the ICA between Express Phone and AT&T expressly provides that:

[2] 19 FCC Rcd, 13494 (2004).

Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Express Phone any entire resale agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

On March 14, 2011, Express Phone again sought to adopt the New Phone ICA. While AT&T did not raise the same issue as it did in October, it again seeks to impose additional burdensome conditions that appear nowhere in section 252(i). (Attachment 2).

As noted above, Express Phone has contacted AT&T regarding Express Phone's adoption of the New Phone ICA, but AT&T refuses to voluntarily acknowledge and honor Express Phone's rights regarding such adoption.

The New Phone ICA Express Phone adopts today replaces in its entirety the existing ICA between Express Phone and AT&T.

Please contact me with any questions.

Sincerely,

Vicki Gordon Kaufman

Cc: Lee Eng Tan
Beth Salak
Tom Armstrong
Mark Foster
Manual Gurdian

Eddie A. Reed, Jr.
Director-Interconnection Agreements
AT&T Operations, Inc.

AT&T Wholesale
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 800 404-4549

at&t

November 1, 2010

Mark Foster
Attorney
c/o Law Office of Mark Foster
707 West Tenth Street
Austin, TX 78701

Re: Express Phone Service, Inc.'s Section 252(i) adoption requests

Dear Mark Foster:

On October 21, 2010, AT&T received your letter dated October 20, 2010, via facsimile, on behalf of Express Phone Service, Inc. ("Express Phone"). Your letter states that Express Phone desires to adopt the Florida Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida (AT&T Florida), and Image Access, Inc. in the State of Florida. In addition, Express Phone desires to adopt the Mississippi Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi (AT&T Mississippi), and Image Access, Inc. in the State of Mississippi.

Our records indicate that Express Phone is currently operating under an approved Agreement in the States of Florida and Mississippi which have not expired and are not within the timeframe to request a successor agreement. Therefore, pursuant to the Effective Date, Term, and Termination provisions of the General Terms and Conditions, AT&T denies Express Phone's adoption requests.

Crystal Parker Brack will continue to be the AT&T Lead Negotiator assigned to Express Phone and may be reached at 312-335-3070. Please direct any questions or concerns you may have to Ms. Parker Brack.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

TENA RYLANDER

Eddie A. Reed, Jr.

Attachment 1

AT&T Wholesale
311 S. Akard, 9th Floor
Dallas, TX 75202
Fax 800 404-4548

at&t

March 25, 2011

Mark Foster
Law Office of Mark Foster
707 West Tenth Street
Austin, TX 78701

Re: Express Phone Service, Inc.'s Section 252(i) adoption requests

Dear Mr. Foster:

On March 14, 2011, AT&T received your letters of this same date, via facsimile, in which you requested that Express Phone Service, Inc. ("Express Phone") be permitted to adopt the Interconnection Agreement ("ICA") between BellSouth Telecommunications, Inc. ("AT&T") and Image Access, Inc. for the States of Alabama, Florida, and Mississippi ("Image Access ICAs").

Although the parties are now in the negotiation period provided in Section 2.2 of its present ICAs, Express Phone is not meeting its payment obligations under those Agreements. AT&T conditionally accepts Express Phone's requests provided all of the following occur:

(1) Express Phone cures all past due amounts, including disputed amounts, existing under its present ICA's by March 29, 2011, as documented in AT&T's Notice Letters of February 23, 2011 and any amounts accrued thereafter, as required by Section 1.4 of Express Phone's ICAs;

(2) Express Phone provides a suitable form of security to AT&T (in the form of a deposit or one of the other methods available under the Agreement to be adopted for services rendered under that Agreement); and

(3) The Agreement to be adopted remains available for adoption pursuant to Section 252(i).

To the extent that Express Phone does not comply with the above-listed requirements by March 29, 2011 and still wishes to adopt the Image Access ICA's, Express Phone will be required to submit subsequent written requests to AT&T for consideration.

Julia Johnson will be the AT&T Lead Negotiator assigned to Express Phone and may be reached at 404-927-7806. Please direct any questions or concerns you may have to Ms. Johnson.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

Bill Bockelman
Director

Attachment 2

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 14
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-11)
DATE 5/3/12

at&t

Manuel A. Gurdian
General Attorney

AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: (305) 347-5561
F :(305) 577-4491
manuel.gurdian@att.com

RECEIVED
APR 01 2011

March 29, 2011

Ann Cole, Commission Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Notice of the Adoption by Express Phone Service, Inc. of the Existing Interconnection, Unbundling, Resale and Collocation Agreement Between BellSouth Telecommunications, Inc. and Image Access, Inc. d/b/a New Phone, dated November 20, 2006, as amended, Docket No. _____

Dear Ms. Cole:

AT&T Florida is in receipt of Express Phone, Inc.'s ("Express Phone") "notice" letter purporting to unilaterally adopt an interconnection agreement different from its current and effective Agreement on file with the Commission in Docket No. 060714-TP. Please be advised that AT&T Florida objects and does not consent to Express Phone's letter and asserts that the letter does not alter the effectiveness of the current Agreement between AT&T Florida and Express Phone, which was signed by both parties and approved by the Commission.

As previously indicated in AT&T Florida's Notice of Suspension and Disconnection dated February 23, 2011, AT&T Florida intends to move forward with disconnection of service to Express Phone today if Express Phone does not cure its non-payment breach.

Sincerely,

Manuel A. Gurdian

cc: All Parties of Record
Jerry D. Hendrix
Greg Follensbee
E. Earl Edenfield, Jr.

Proud Sponsor of the U.S. Olympic Team

CERTIFICATE OF SERVICE
Notice of the Adoption by Express Phone Service, Inc. of the Existing Interconnection, Unbundling, Resale and Collocation Agreement Between BellSouth Telecommunications, Inc. and Image Access, Inc. d/b/a New Phone, dated November 20, 2006, as amended,

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 29th day of March, 2011 to the following:

Adam Teitzman
Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
ateitzma@psc.state.fl.us

Keefe Law Firm
Vicki Gordon Kaufman
118 North Gadsden Street
Tallahassee, FL 32301
Tel. No.: 850-681-3828
Fax No.: 850-681-8788
vkaufman@kagmlaw.com

Manuel A. Gurdian

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 15
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-12)
DATE 5/3/12

KA GM Keefe, Anchors Gordon & Moyle

April 4, 2011

VIA ELECTRONIC FILING

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Amended* Notice of the Adoption by Express Phone Service, Inc. of the Existing Interconnection, Unbundling, Resale and Collocation Agreement Between BellSouth Telecommunications, Inc. and Image Access, Inc. d/b/a NewPhone, dated November 20, 2006, as amended, Docket No. 110087-TP

Dear Ms. Cole:

Express Phone, Inc. (Express Phone) hereby provides notice to the Florida Public Service Commission that effective October 20, 2010, Express Phone adopted in its entirety, the Interconnection, Unbundling, Resale and Collocation Agreement Between BellSouth Telecommunications, Inc. (AT&T) and Image Access, Inc. d/b/a NewPhone, dated November 20, 2006, as amended (NewPhone ICA).[1] The ICA may be viewed at http://www.floridapsc.org/library/FILINGS/06/03022-06/03022-06.PDF. The amendment may be viewed at http://www.floridapsc.org/library/FILINGS/09/03179-09/03179-09.PDF.

Express Phone exercised its right to adopt the NewPhone ICA pursuant to the clear and unambiguous language of 47 U.S.C. § 252(i). Section 252(i) provides:

> A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

[1] This Interconnection Agreement was extended via amendment to April 18, 2012.

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850.681.8788 fax
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Tallahassee, Florida 32301

Further, 47 U.S.C. § 51.809(a) provides:

> An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any agreement in its entirety to which the incumbent LEC is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement. An incumbent LEC may not limit the availability of any agreement only to those requesting carriers serving a comparable class of subscribers or providing the same service (i.e., local, access, or interexchange) as the original party to the agreement.

Additionally, the FCC has made it clear in its *Second Report and Order*, ¶ 19, the reasons that adoption must be permitted: [2]

> We conclude that under an all-or-nothing rule, requesting carriers will be protected from discrimination, as intended by section 252(i). Specifically, an incumbent LEC will not be able to reach a discriminatory agreement for interconnection, services, or network elements with a particular carrier without making that agreement in its entirety available to other requesting carriers. If the agreement includes terms that materially benefit the preferred carrier, other requesting carriers will likely have an incentive to adopt that agreement to gain the benefit of the incumbent LEC's discriminatory bargain. Because these agreements will be available on the same terms and conditions to requesting carriers, the all-or-nothing rule should effectively deter incumbent LECs from engaging in such discrimination.

Further, this Commission has previously considered the adoption issue and clearly stated that an adoption is presumptively valid and effective upon receipt of the adoption notice.[3]

---

[2] Second Request and Order in the matter of FCC Docket No. 01-338 Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, (Second Report and Order) ¶ 19, fn omitted.

[3] In re: Notice of adoption of existing interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P., by NPCR, Inc. d/b/a Nextel Partners; Docket No. 070368-TP and In re: Notice of adoption of existing interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P., by Nextel South Corp. and Nextel West Corp. Docket No. 070369-TP, Order No. PSC-08-0584-FOF-TP at 11, *affirmed, BellSouth Telecommunications. Inc. v. Florida Public Service Commission*, Case No. 4:09-cv-102/RS/WCS (April 19, 2010).

Express Phone attempted on two occasions to secure AT&T's acknowledgement of Express Phone's adoption of the NewPhone ICA. First, on October 21, 2010, Express Phone corresponded with AT&T indicating its adoption of the NewPhone ICA. (Attachment 1). AT&T unlawfully refused to recognize such adoption by imposing conditions on Express Phone which appear nowhere in section 252(i) or its implementing rules. AT&T asserted that Express Phone was not entitled to adopt the NewPhone ICA because Express Phone's ICA had not yet expired. (Attachment 2).

AT&T took this position despite the fact that section 11 of the General Terms and Conditions of the ICA between Express Phone and AT&T expressly provides that:

> **Adoption of Agreements**
>
> Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Express Phone any entire resale agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

On March 14, 2011, Express Phone again sought to adopt the NewPhone ICA. (Attachment 3). While AT&T did not raise the same obstacle as it did in October, it sought to impose additional burdensome conditions that appear nowhere in section 252(i). (Attachment 4). Express Phone clearly set out the basis for its adoption in an e-mail to AT&T, to no avail. (Attachment 5).[5]

As noted above, Express Phone has contacted AT&T regarding Express Phone's adoption of the NewPhone ICA, but AT&T refuses to voluntarily acknowledge and honor Express Phone's rights regarding such adoption.

The NewPhone ICA Express Phone adopted on October 20, 2010 replaces in its entirety the ICA between Express Phone and AT&T.

[5] It should be noted that since AT&T has refused to recognize the lawful adoption, upon the Commission's confirmation of such adoption, AT&T should be required to reinstate service to Express Phone, which it terminated on March 29, 2010 due to a billing dispute. The dispute is moot under the adoption of the NewPhone ICA.

Please contact me with any questions.

Sincerely,

Vicki Gordon Kaufman

VGK/bjd

Enclosures

cc: Lee Eng Tan
Tom Armstrong
Mark Foster
Manual Gurdian

TO: **Contract Management**
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

October 20, 2010

RE: Request to Adopt Interconnection Agreement

Director – Contract Management:

Express Phone Service, Inc. ("Carrier") desires to exercise its right to opt into the existing Interconnection Agreement ("ICA") between Southwestern Bell Texas ("AT&T") and Image Access, Inc. d/b/a NewPhone, Inc. in the state of Florida. Carrier understands that its request to opt into the ICA is subject to applicable requirements governing this process as set forth in Section 252(i) and Rule 51.809. Moreover, if the Agreement has not been amended to reflect changes of law, Carrier acknowledges that it is obligated to negotiate in good faith the execution of an Amendment regarding such change of law and agrees to complete said execution within 30 days after it has opted into the ICA. AT&T will reply in writing to this formal request.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	Tom Armstrong
NOTICE CONTACT TITLE	President
STREET ADDRESS	1803 W. Fairfield Drive
ROOM OR SUITE	Unit 1
CITY, STATE, ZIP CODE	Pensacola, FL 32501
E-MAIL ADDRESS	tom@del.gccoxmail.com
TELEPHONE NUMBER	850-291-6415
FACSIMILE NUMBER	850-305-1151
STATE OF INCORPORATION	Texas

Enclose proof of certification for state requested.

Enclose ***documentation from Telcordia*** as confirmation of ACNA. **See attached**

Enclose ***documentation from NECA*** as confirmation of OCN(s). **See attached**

Enclose ***verification*** of type of entity and registration with Secretary of State. **See attached**

Form completed and submitted by: Mark Foster, mark@mfosterlaw.com

Contact number: 512-708-8700

*** All requested carrier contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.**

Attachment 1

State of Florida

Department of State

I certify from the records of this office that EXPRESS PHONE SERVICE, INC. is a corporation organized under the laws of the State of Florida, filed on May 17, 1999.

The document number of this corporation is P99000046171.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on March 18, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twentieth day of October, 2010

Jean K. Roberts

Secretary of State

Authentication ID: 900186913469-102010-P99000046171

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

NECA Services, Inc.
80 South Jefferson Road • Whippany, New Jersey 07981

September 03, 2002

Mr. Tom Armstrong
Express Title Financial Corporation dba Express Telephone Services
1020 N. 9th Ave.
Pensacola, Florida 32501
Phone: 850-444-9673
Fax: 850-444-9674
Email: tom@dei.gccoxmail.com

Dear Mr. Tom Armstrong:

This letter confirms your request for company code(s) for Express Title Financial Corporation dba Express Telephone Services, headquartered at 1020 N. 9th Ave., Pensacola, Florida 32501.

Company Code	Company Name	Category
126A	Express Title Financial Corporation dba Express Telephone Services - FL	ULEC (Florida)

If you have any questions, please contact the Company Code Administrator on (973)884-8249 or at ccfees@necaservices.com. For future code requests, please use our online ordering system, or print the latest version of the company code request form from our website at http://www.necaservices.com/.

Sincerely,

M. Steinhart

Melanie Proehl-Steinhart
Manager - Tariff No. 4 and AOCN Services

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for approval of transfer of and name change on existing ALEC Certificate No. 5636 from Express Title Financial Corporation d/b/a Express Loans to Express Phone Service, Inc.	DOCKET NO. 000776-TX ORDER NO. PSC-00-1627-CO-TX ISSUED: September 12, 2000

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-00-1495-PAA-TX, issued August 18, 2000, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-00-1495-PAA-TX has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission, this 12th day of September, 2000.

Blanca S. Bayó

BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

JAE

DOCUMENT NUMBER-DATE
11309 SEP 12 8
FPSC-RECORDS/REPORTING

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M E M O R A N D U M

RECEIVED-FPSC
09 SEP 12 AM 10:46
RECORDS AND REPORTING

September 12, 2000

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (ELLIOTT) JAE 9/12

RE: DOCKET NO. 000776-TX - APPLICATION FOR APPROVAL OF TRANSFER OF AND NAME CHANGE ON EXISTING ALEC CERTIFICATE NO. 5636 FROM EXPRESS TITLE FINANCIAL CORPORATION D/B/A EXPRESS LOANS TO EXPRESS PHONE SERVICE, INC.

1627-CO

Attached is a CONSUMMATING ORDER, to be issued in the above-referenced docket. (Number of pages in order - 2)

JAE/anc
Attachment
cc: Division of Regulatory Oversight (Williams)
I: 000776co.jae

1/0

COMMON LANGUAGE Products

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2/27/2004 **General Codes - IAC Codes** 1:47:11 PM EST

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Code	XPV
Company Name	EXPRESS PHONE SERVICE, INC
Date Created	2/27/2004
Date Changed	2/27/2004
City	PENSACOLA
State/Province	FL
Requestor Name	THOMAS M. ARMSTRONG
Requestor Phone	850-444-9673
Requestor Company Code	XPV
LS2 Number	
Remarks	
Other Previous Names	
Consolidated	No
Status	Valid
Creator ID	cio1317
Changer ID	cio1317

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Eddie A. Reed, Jr.
Director-Interconnection Agreements
AT&T Operations, Inc.

AT&T Wholesale
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 800 404-4548

at&t

November 1, 2010

Mark Foster
Attorney
c/o Law Office of Mark Foster
707 West Tenth Street
Austin, TX 78701

Re: Express Phone Service, Inc.'s Section 252(i) adoption requests

Dear Mark Foster:

On October 21, 2010, AT&T received your letter dated October 20, 2010, via facsimile, on behalf of Express Phone Service, Inc. ("Express Phone"). Your letter states that Express Phone desires to adopt the Florida Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida (AT&T Florida), and Image Access, Inc. in the State of Florida. In addition, Express Phone desires to adopt the Mississippi Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi (AT&T Mississippi), and Image Access, Inc. in the State of Mississippi.

Our records indicate that Express Phone is currently operating under an approved Agreement in the States of Florida and Mississippi which have not expired and are not within the timeframe to request a successor agreement. Therefore, pursuant to the Effective Date, Term, and Termination provisions of the General Terms and Conditions, AT&T denies Express Phone's adoption requests.

Crystal Parker Brack will continue to be the AT&T Lead Negotiator assigned to Express Phone and may be reached at 312-335-3070. Please direct any questions or concerns you may have to Ms. Parker Brack.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

TENA RYLANDER

Eddie A. Reed, Jr.

Attachment 2

TO: **Contract Management**
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

March 14, 2011

RE: Request to Adopt Interconnection Agreement

Director – Contract Management:

Express Phone Service, Inc. ("Carrier") desires to exercise its right to opt into the existing Interconnection Agreement ("ICA") between Southwestern Bell Texas ("AT&T") and Image Access, Inc. d/b/a NewPhone, Inc. in the state of Florida. Carrier understands that its request to opt into the ICA is subject to applicable requirements governing this process as set forth in Section 252(i) and Rule 51.809. Moreover, if the Agreement has not been amended to reflect changes of law, Carrier acknowledges that it is obligated to negotiate in good faith the execution of an Amendment regarding such change of law and agrees to complete said execution within 30 days after it has opted into the ICA. AT&T will reply in writing to this formal request.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	Tom Armstrong
NOTICE CONTACT TITLE	President
STREET ADDRESS	1803 W. Fairfield Drive
ROOM OR SUITE	Unit 1
CITY, STATE, ZIP CODE	Pensacola, FL 32501
E-MAIL ADDRESS	tom@dei.gccoxmail.com
TELEPHONE NUMBER	850-291-6415
FACSIMILE NUMBER	850-305-1151
STATE OF INCORPORATION	Texas

Enclose proof of certification for state requested.

Enclose ***documentation from Telcordia*** as confirmation of ACNA. See attached

Enclose ***documentation from NECA*** as confirmation of OCN(s). See attached

Enclose ***verification*** of type of entity and registration with Secretary of State. See attached

Form completed and submitted by: Mark Foster, mark@mfosterlaw.com

Contact number: 512-708-8700

*** All requested carrier contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.**

Attachment 3

NECA Services, Inc.
80 South Jefferson Road • Whippany, New Jersey 07981

September 03, 2002

Mr. Tom Armstrong
Express Title Financial Corporation dba Express Telephone Services
1020 N. 9th Ave.
Pensacola, Florida 32501
Phone: 850-444-9673
Fax: 850-444-9674
Email: tom@dei.gccoxmail.com

Dear Mr. Tom Armstrong:

This letter confirms your request for company code(s) for Express Title Financial Corporation dba Express Telephone Services, headquartered at 1020 N. 9th Ave., Pensacola, Florida 32501.

Company Code	Company Name	Category
126A	Express Title Financial Corporation dba Express Telephone Services - FL	ULEC (Florida)

If you have any questions, please contact the Company Code Administrator on (973)884-8249 or at cefees@necaservices.com. For future code requests, please use our online ordering system, or print the latest version of the company code request form from our website at [illegible].

Sincerely,

M. Steinhart

Melanie Proehl-Steinhart
Manager - Tariff No. 4 and AOCN Services

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for approval of transfer of and name change on existing ALEC Certificate No. 5636 from Express Title Financial Corporation d/b/a Express Loans to Express Phone Service, Inc.	DOCKET NO. 000776-TX ORDER NO. PSC-00-1495-PAA-TX ISSUED: August 18, 2000

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman
E. LEON JACOBS, JR.
LILA A. JABER

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING TRANSFER OF AND NAME CHANGE ON
ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS CERTIFICATE

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

On June 27, 2000, Express Title Financial Corporation d/b/a Express Loans (Express Loans) and Express Phone Service, Inc. (Express Phone) filed with this Commission a joint request for transfer of and name change on Alternative Local Exchange Telecommunications (ALEC) Certificate No. 5636 from Express Loans to Express Phone.

Express Loans and Express Phone have complied with Rule 25-24.815, Florida Administrative Code, regarding the transfer of ALEC certificates. We find the transfer to be in the public interest and, therefore, approve the transfer. ALEC Certificate No. 5636 shall be amended to reflect that Express Phone is the holder of this certificate.

DOCUMENT NUMBER-DATE
10135 AUG 18 8

If this Order becomes final and effective, it shall serve as Express Phone's certificate. It should, therefore, be retained by Express Phone as proof of certification and as evidence of the name change.

ALECs are subject to Chapter 25-24, Florida Administrative Code, Part XV, Rules Governing Telecommunications Service Provided by Alternative Local Exchange Companies. ALECs are also required to comply with all applicable provisions of Chapter 364, Florida Statutes, and Chapters 25-4, Florida Administrative Code.

In addition, Section 364.337(2), Florida Statutes, requires ALECs which provide basic local telecommunications service to provide access to 911 services. This Commission has no rules specifying the 911 services that either an incumbent local exchange company (ILEC) or an ALEC must provide; however, 911 service that is inferior to that provided by the ILEC would clearly not be in the public interest. Accordingly, we find that Section 364.337(2), Florida Statutes, requires ALECs which provide basic local telecommunications services to provide at least the same level of 911 services as that provided by the ILEC serving the same area.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the request for transfer of and name change on Alternative Local Exchange Telecommunications Certificate No. 5636 from Express Title Financial Corporation d/b/a Express Loans to Express Phone Service, Inc., is hereby approved. It is further

ORDERED that Express Phone Service, Inc. Alternative Local Exchange Telecommunications Certificate No. 5636 is subject to the terms and conditions set forth in the body of this Order. It is further

ORDERED that Alternative Local Exchange Telecommunications Certificate No. 5636 shall be amended to reflect that Express Phone Service, Inc., is the holder of this certificate.

ORDERED that this Order will serve as Express Phone Service, Inc.'s certificate and that this Order should be retained as proof of certification and as evidence of the name change. It is further

ORDERED that each alternative local exchange company which provides basic local telecommunications services shall provide at least the same level of 911 services as that provided by the

incumbent local exchange company serving the same area. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket shall be closed.

By ORDER of the Florida Public Service Commission, this 18th day of August, 2000.

Blanca S. Bayó

BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

PW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on September 8, 2000.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

9/5.

RECEIVED-FPSC

M E M O R A N D U M

August 16, 2000 00 AUG 18 AM 10:48

RECORDS AND REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (PEÑA) KMP

RE: DOCKET NO. 000776-TX - ~~REQUEST~~ FOR NAME CHANGE ON PAY TELEPHONE CERTIFICATE NO. 6017 ~~FROM~~ JESUS SOLE TO JESUS SOLE D/B/A ADVANCE TELEPHONE USA COMPANY.
Express Title
1495-PAA

Attached is a NOTICE OF PROPOSED AGENCY ACTION ORDER APPROVING TRANSFER OF AND NAME CHANGE ON ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS CERTIFICATE, to be issued in the above-referenced docket. (Number of pages in order - 4

KMP/anc
Attachment
cc: Division of Regulatory Oversight (Williams)
I: 000776.pw

pg. 1

11/0.

State of Florida

Department of State

I certify from the records of this office that EXPRESS PHONE SERVICE, INC. is a corporation organized under the laws of the State of Florida, filed on May 17, 1999.

The document number of this corporation is P99000046171.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on March 18, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twentieth day of October, 2010

Laura K. Roberts

Secretary of State

Authentication ID: **900186913469-102010-P99000046171**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

AT&T Wholesale
311 S. Akard, 9th Floor
Dallas, TX 75202
Fax 800 404-4548

at&t

March 25, 2011

Mark Foster
Law Office of Mark Foster
707 West Tenth Street
Austin, TX 78701

Re: Express Phone Service, Inc.'s Section 252(i) adoption requests

Dear Mr. Foster:

On March 14, 2011, AT&T received your letters of this same date, via facsimile, in which you requested that Express Phone Service, Inc. ("Express Phone") be permitted to adopt the Interconnection Agreement ("ICA") between BellSouth Telecommunications, Inc. ("AT&T") and Image Access, Inc. for the States of Alabama, Florida, and Mississippi ("Image Access ICAs").

Although the parties are now in the negotiation period provided in Section 2.2 of its present ICAs, Express Phone is not meeting its payment obligations under those Agreements. AT&T conditionally accepts Express Phone's requests provided all of the following occur:

(1) Express Phone cures all past due amounts, including disputed amounts, existing under its present ICA's by March 29, 2011, as documented in AT&T's Notice Letters of February 23, 2011 and any amounts accrued thereafter, as required by Section 1.4 of Express Phone's ICAs;

(2) Express Phone provides a suitable form of security to AT&T (in the form of a deposit or one of the other methods available under the Agreement to be adopted for services rendered under that Agreement); and

(3) The Agreement to be adopted remains available for adoption pursuant to Section 252(i).

To the extent that Express Phone does not comply with the above-listed requirements by March 29, 2011 and still wishes to adopt the Image Access ICA's, Express Phone will be required to submit subsequent written requests to AT&T for consideration.

Julia Johnson will be the AT&T Lead Negotiator assigned to Express Phone and may be reached at 404-927-7806. Please direct any questions or concerns you may have to Ms. Johnson.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

Bill Bockelman
Director

Attachment 4

From: Mark Foster [mailto:mark@mfosterlaw.com]
Sent: Monday, March 28, 2011 12:02 PM
To: 'JOHNSON, JULIA H (ATTSI)'
Subject: Express Phone Service, Inc. - Section 252(i) Adoption Request

Dear Ms. Johnson:

Attached please find a March 25, 2011, letter from Bill Bockelman of AT&T. He identifies you as the person to contact regarding the pending request of Express Phone Service, Inc. to

adopt the interconnection agreement between AT&T and Image Access, Inc. for the States of Alabama, Florida and Mississippi.

Conditions (1) and (2) set out in the letter are contrary to the federal Telecommunications Act of 1996 and the current resale agreement between the parties.

Section 252(i) of the Act provides:

> (i) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS- A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

The statute makes no exception to the requirement that an ILEC such as AT&T must allow a

CLEC to adopt an interconnection agreement between the ILEC and another CLEC. It certainly doesn't

say that the ILEC can require that all past due amounts, including disputed amounts, be "cured" prior to adoption of another interconnection agreement. The statute also makes no provision for a "suitable form of security" to be provided prior to adoption. The FCC has explained the statutory requirement in its 251 Order:

19. We conclude that under an all-or-nothing rule, requesting carriers will be protected from discrimination, as intended by section 252(i).[FN66] Specifically, an incumbent LEC will not be able to reach a discriminatory agreement for interconnection, services, or network elements with a particular carrier without making that agreement in its entirety available to other requesting carriers. If the agreement includes terms that materially benefit the preferred carrier, other requesting carriers will likely have an incentive to adopt that agreement to gain the benefit of the incumbent LEC's discriminatory bargain. Because these agreements will be available on the same terms and conditions to requesting carriers, the all-or-nothing rule should effectively deter incumbent LECs from engaging in such discrimination.

Moreover, the existing resale agreement between the parties provides at Section 11 of General Terms and Conditions that BellSouth shall make available to Express Phone any entire resale agreement filed and approved.

With respect to Condition (2) in the attached letter, Express Phone currently maintains a suitable security with AT&T pursuant to an agreement between Express Phone and AT&T through its attorney Reginald Greene dated September 24, 2010.

Mr. Bockelman's letter states that "to the extent Express Phone does not comply with the above-listed requirements by March 29, 2011 and still wishes to adopt the Image Access ICA's, Express Phone will be required to submit subsequent written requests to AT&T for consideration." Please understand that Express Phone's March 14, 2011, requests to adopt the Image Access agreements are valid in and of themselves. There is no legal requirement to furnish any more written requests. Without waiving that position, this email communication can be considered by AT&T as the requested "subsequent written request."

The requested interconnection agreements should be made available by AT&T through appropriate adoption agreements without delay.

Thanks,

Mark

Mark Foster
Attorney at Law
707 West Tenth Street
Austin, TX 78701
(512) 708-8700
(512) 697-0058 Fax
mark@mfosterlaw.com
www.mfosterlaw.com

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 16
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-13)
DATE 5/3/12

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 Express Phone, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected 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. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 [redacted]

12 **Modification of Agreement**

12.1 If Express Phone changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Express Phone to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Express Phone shall provide BellSouth with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), BellSouth's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Express

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 17
PARTY Express Phone
DESCRIPTION Don J. Wood (DJW-1)
DATE 5/3/12

Curriculum Vitae of Don J. Wood
914 Stream Valley Trail, Alpharetta, Georgia 30022
770.475.9971, don.wood@woodandwood.net

CURRENT EMPLOYMENT

Don J. Wood is a principal in the firm of Wood & Wood. He provides economic, financial, and regulatory analysis services in technology-driven industries, specializing in economic policy related to the development of competitive markets, cost of service issues, and the calculation of financial damages. In addition, Mr. Wood advises industry associations on regulatory and economic policy and assists investors in their evaluation of investment opportunities.

In the area of administrative law, Mr. Wood has presented testimony before the regulatory bodies of forty-three states, the District of Columbia, and Puerto Rico, and has prepared comments and testimony for filing with the Federal Communications Commission. The subject matter of his testimony has ranged from broad policy issues to detailed cost and rate analysis.

Mr. Wood has also presented testimony in state, federal, and overseas courts regarding business plans and strategies, competition policy, intercarrier compensation disputes, and cost of service issues. He has presented studies of the damages incurred by plaintiffs and has provided rebuttal testimony to damage calculations performed by others. Mr. Wood has also testified in alternative dispute resolution proceedings conducted pursuant to both AAA and CPR rules.

Mr. Wood is an experienced commercial mediator and is registered as a neutral with the Georgia Office of Dispute Resolution.

PREVIOUS EMPLOYMENT

Klick, Kent & Allen/FTI Consulting, Inc.
Regional Director.

GDS Associates, Inc.
Senior Project Manager.

MCI Telecommunications Corporation
Manager of Regulatory Analysis, Southeast Division.
Manager, Corporate Economic Analysis and Regulatory Affairs.

BellSouth Services, Inc.
Staff Manager.

Georgia Power Company/Southern Company Services, Inc.
Generating Plant Construction cost analyst and scheduler.

EDUCATION

Emory University, Atlanta, Ga.
BBA in Finance, with Distinction (1985).

College of William and Mary, Williamsburg, Va.
MBA, with concentrations in Finance and Microeconomics (1987).

TESTIMONY - STATE REGULATORY COMMISSIONS:

Alabama Public Service Commission

Docket No. 19356, Phase III: Alabama Public Service Commission vs. All Telephone Companies Operating in Alabama, and Docket 21455: AT&T Communications of the South Central States, Inc., Applicant, Application for a Certificate of Public Convenience and Necessity to Provide Limited IntraLATA Telecommunications Service in the State of Alabama.

Docket No. 20895: In Re: Petition for Approval to Introduce Business Line Termination for MCI's 800 Service.

Docket No. 21071: In Re: Petition by South Central Bell for Introduction of Bidirectional Measured Service.

Docket No. 21067: In Re: Petition by South Central Bell to Offer Dial Back-Up Service and 2400 BPS Central Office Data Set for Use with PulseLink Public Packet Switching Network Service.

Docket No. 21378: In Re: Petition by South Central Bell for Approval of Tariff Revisions to Restructure ESSX and Digital ESSX Service.

Docket No. 21865: In Re: Petition by South Central Bell for Approval of Tariff Revisions to Introduce Network Services to be Offered as a Part of Open Network Architecture.

Docket No. 25703: In Re: In the Matter of the Interconnection Agreement Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 25704: In Re: Petition by AT&T Communications of the South Central States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE South Incorporated and CONTEL of the South, Inc. Concerning Interconnection and Resale under the Telecommunications Act of 1996.

Docket No. 25835: In Re: Petition for Approval of a Statement of Generally Available Terms and Conditions Pursuant to §252(f) of the Telecommunications Act of 1996 and Notification of Intention to File a §271 Petition for In-Region InterLATA Authority with the Federal Communications Commission Pursuant to the Telecommunications Act of 1996.

Docket No. 26029: In Re: Generic Proceeding - Consideration of TELRIC Studies.

Docket No. 25980: Implementation of the Universal Support Requirements of Section 254 of the Telecommunications Act of 1996.

Docket No. 27091: Petition for Arbitration by ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 27821: Generic Proceeding to Establish Prices for Interconnection Services and Unbundled Network Elements.

Docket Nos. 27989 and 15957: BellSouth "Full Circle" Promotion and Generic Proceeding Considering the Promulgation of Telephone Rules Governing Promotions.

Docket No. 28841: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 29075: Petition of CenturyTel to Establish Wholesale Avoidable Cost Discount Rates for Resale of Local Exchange Service.

Docket No. 29054: IN RE: Implementation of the Federal Communications Commission's Triennial Review Order (Phase II – Local Switching for Mass Market Customers).

Docket No. 29172: Southern Public Communication Association, Complainant, and BellSouth Telecommunications, Inc., Defendant.

Docket No. 31176: Deltacom, Inc. v. KMC Data, LLC, Hypercube, LLC, and Hypercube Telecom LLC.

The Regulatory Commission of Alaska

Case No. U-02-039: In the Matter of Request by Alaska Digitel, LLC for Designation as a Carrier Eligible To Receive Federal Universal Service Support Under the Telecommunications Act of 1996.

Case No. U-04-62: In the Matter of the Request by Alaska Wireless Communications, LLC For Designation as a Carrier Eligible to Receive Federal Universal Service Support Under the Telecommunications Act of 1996.

Arkansas Public Service Commission

Docket No. 92-337-R: In the Matter of the Application for a Rule Limiting Collocation for Special Access to Virtual or Physical Collocation at the Option of the Local Exchange Carrier.

Public Utilities Commission of the State of California

Rulemaking 00-02-005: Order Instituting Rulemaking on the Commission's Own Motion into Reciprocal Compensation for Telephone Traffic Transmitted to Internet Service Provider Modems.

Application Nos. 01-02-024, 01-02-035, 02-02-031, 02-02-032, 02-02-034, 02-03-002: Applications for the Commission to Reexamine the Recurring Costs and Prices of Unbundled Network Element Costs Pursuant to Ordering Paragraph 11 of D.99-11-050.

Application No. 05-02-027: In the Matter of the Joint Application of SBC Communications Inc. ("SBC") and AT&T Corp. ("AT&T") for Authorization to Transfer Control of AT&T Communications of California (U-5002), TCG Los Angeles, Inc. (U-5462), TCG San Diego (U-5389), and TCG San Francisco (U-5454) to SBC, Which Will Occur Indirectly as a Result of AT&T's Merger With a Wholly-Owned Subsidiary of SBC, Tau Merger Sub Corporation.

Application No. 05-04-020: In the Matter of the Joint Application of Verizon Communications Inc. ("Verizon") and MCI, Inc. ("MCI") to Transfer Control of MCI's California Utility Subsidiaries to Verizon, Which Will Occur Indirectly as a Result of Verizon's Acquisition of MCI.

Public Utilities Commission of the State of Colorado

Docket No. 96A-345T: In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and US West Communications, Inc., Pursuant to 47 U.S.C. Section 252. Docket No. 96A-366T: In the Matter of the Petition of MCIMetro Access Transmission Services, Inc., for Arbitration Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with US West Communications, Inc. (consolidated).

Docket No. 96S-257T: In Re: The Investigation and Suspension of Tariff Sheets Filed by US West Communications, Inc., with Advice Letter No. 2608 Regarding Proposed Rate Changes.

Docket No. 98F-146T: Colorado Payphone Association, Complainant, v. US West Communications, Inc., Respondent.

Docket No. 02A-276T: In the Matter of the Application of Wiggins Telephone Association for Approval of its Disaggregation Plan

Docket No. 02A-444T: In the Matter of NECC's Application to Redefine the Service Area of Eastern Slope Rural Telephone Association, Inc., Great Plains Communications, Inc., Plains Coop Telephone Association, Inc., and Sunflower Telephone Co., Inc.

Docket No. 07A-153T: In the Matter of the Combined Application of N.E. Colorado Cellular, Inc. for Designation as an Eligible Telecommunications Carrier and Eligible Provider in Additional Areas of Colorado.

Docket No. 09a-107t: In the Matter of the Application of N.E. Colorado Cellular, Inc. D/B/A Viaero Wireless for Initial Receipt of Support From Colorado High Cost Support Mechanism for New Territories.

Docket No. 10R-191T: In the Matter of Proposed Rules Relating to the Colorado High Cost Support Mechanism Regulations 723-2.

State of Connecticut, Department of Utility Control

Docket 91-12-19: DPUC Review of Intrastate Telecommunications Services Open to Competition (Comments).

Docket No. 94-07-02: Development of the Assumptions, Tests, Analysis, and Review to Govern Telecommunications Service Reclassifications in Light of the Eight Criteria Set Forth in Section 6 of Public Act 94-83 (Comments).

Docket No. 03-11-16: Petition of Tel Comm Technologies, et. al., for Review and Amendment of Southern New England Telephone Company's Charges for Pay Telephone Access Services.

Delaware Public Service Commission

Docket No. 93-31T: In the Matter of the Application of The Diamond State Telephone Company for Establishment of Rules and Rates for the Provision of IntelliLinQ-PRI and IntelliLinQ-BRI.

Docket No. 41: In the Matter of the Development of Regulations for the Implementation of the Telecommunications Technology Investment Act.

Docket No. 96-324: In the Matter of the Application of Bell Atlantic-Delaware, Inc. for Approval of its Statement of Terms and Conditions Under Section 252(f) of the Telecommunications Act of 1996 (Phase II).

Docket No. 02-001: In the Matter of the Inquiry into Verizon Delaware Inc.'s Compliance with the Conditions Set Forth in 47 U.S.C. § 271(c).

Florida Public Service Commission

Docket No. 881257-TL: In Re: Proposed Tariff by Southern Bell to Introduce New Features for Digital ESSX Service, and to Provide Structural Changes for both ESSX Service and Digital ESSX Service.

Docket No. 880812-TP: In Re: Investigation into Equal Access Exchange Areas (EAEAs), Toll Monopoly Areas (TMAs), 1+ Restriction to the Local Exchange Companies (LECs), and Elimination of the Access Discount.

Docket No. 890183-TL: In Re: Generic Investigation into the Operations of Alternate Access Vendors.

Docket No. 870347-TI: In Re: Petition of AT&T Communications of the Southern States for Commission Forbearance from Earnings Regulation and Waiver of Rule 25-4.495(1) and 25-24.480 (1) (b), F.A.C., for a trial period.

Docket No. 900708-TL: In Re: Investigation of Methodology to Account for Access Charges in Local Exchange Company (LEC) Toll Pricing.

Docket No. 900633-TL: In Re: Development of Local Exchange Company Cost of Service Study Methodology.

Docket No. 910757-TP: In Re: Investigation into the Regulatory Safeguards Required to Prevent Cross-Subsidization by Telephone Companies.

Docket No. 920260-TL: In Re: Petition of Southern Bell Telephone and Telegraph Company for Rate Stabilization, Implementation Orders, and Other Relief.

Docket No. 950985-TP: In Re: Resolution of Petitions to establish 1995 rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes.

Docket No. 960846-TP: In Re: Petition by MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. for Arbitration of Certain Terms and Conditions of a proposed agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 and Docket No. 960833-TP: In Re: Petition by AT&T Communications of the Southern States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 960847-TP and 960980-TP: In Re: Petition by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corporation, MCI Metro Access Transmission Service, Inc., for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE Florida Incorporated Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 961230-TP: In Re: Petition by MCI Telecommunications Corporation for Arbitration with United Telephone Company of Florida and Central Telephone Company of Florida Concerning Interconnection Rates, Terms, and Conditions, Pursuant to the Federal Telecommunications Act of 1996.

Docket No. 960786-TL: In Re: Consideration of BellSouth Telecommunications, Inc.'s Entry Into InterLATA Services Pursuant to Section 271 of the Federal Telecommunications Act of 1996.

Docket Nos. 960833-TP, 960846-TP, 960757-TP, and 971140-TP: Investigation to develop permanent rates for certain unbundled network elements.

Docket No. 980696-TP: In Re: Determination of the cost of basic local telecommunications service, pursuant to Section 364.025 Florida Statutes.

Docket No. 990750-TP: Petition by ITC^DeltaCom Communications, Inc., d/b/a/ ITC^DeltaCom, for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.

Docket No. 991605-TP: Petition of BellSouth Telecommunications, Inc. for Arbitration of the Interconnection Agreement Between Time Warner Telecom of Florida, L.P., pursuant to Section 252 (b) of the Telecommunications Act of 1996.

Docket No. 030137-TP: In re: Petition for Arbitration of Unresolved Issues in Negotiation of Interconnection Agreement with BellSouth Telecommunications, Inc. by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom.

Docket No. 030300-TP: In re: Petition for expedited review of BellSouth Telecommunications, Inc.'s intrastate tariffs for pay telephone access services (PTAS) rate with respect to rates for payphone line access, usage, and features, by Florida Public Telecommunications Association.

Docket No. 030851-TP: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Docket No. 040353-TP: In Re: Petition of Supra Telecommunications and Information Systems, Inc. to Review and Cancel BellSouth's Promotional Offering Tariffs Offered In Conjunction with its New Flat Rate Service Known as PreferredPack.

Docket No. 040604-TL: In Re: Adoption of the National School Lunch Program and an Income-based Criterion at or Below 135% of the Federal Poverty Guidelines as Eligibility Criteria for the Lifeline and Linkup Programs.

Docket No. 050119-TP: Joint Petition of TDS Telecom d/b/a TDS Telecom/Quincy Telephone, ALLTEL Florida, Inc., Northeast Florida Telephone Company d/b/a NEFCOM, GTC, Inc. d/b/a GT Com, Smart City Telecommunications, LLC d/b/a Smart City Telecom, ITS Telecommunications Systems, Inc., and Frontier Communications of the South, LLC ("Joint Petitioners") objecting to and requesting suspension of Proposed Transit Traffic Service Tariff filed by BellSouth Telecommunications, Inc. and Docket No. 050125-TP: Petition and complaint for suspension and cancellation of Transit Tariff Service No. FL 2004-284 filed by BellSouth Telecommunications, Inc. by AT&T Communications of the Southern States, LLC (consolidated).

Docket No. 060598-TL: In Re: Petition by BellSouth Telecommunications, Inc., Pursuant to Florida Statutes §364.051(4) to Recover 2005 Tropical System Related Costs and Expenses.

Docket No. 060644-TL: Petition by Embarq Florida, Inc., Pursuant to Florida Statutes §364.051(4) to Recover 2005 Tropical System Related Costs and Expenses.

Docket No. 060763-TL: In Re: Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.

Docket No. 090327-TP: In re: Petition of DeltaCom, Inc. for order determining DeltaCom, Inc. not liable for access charges of KMC Data LLC and Hypercube Telecom, LLC.

Georgia Public Service Commission

Docket No. 3882-U: In Re: Investigation into Incentive Telephone Regulation in Georgia.

Docket No. 3883-U: In Re: Investigation into the Level and Structure of Intrastate Access Charges.

Docket No. 3921-U: In Re: Compliance and Implementation of Senate Bill 524.

Docket No. 3905-U: In Re: Southern Bell Rule Nisi.

Docket No. 3995-U: In Re: IntraLATA Toll Competition.

Docket No. 4018-U: In Re: Review of Open Network Architecture (ONA) (Comments).

Docket No. 5258-U: In Re: Petition of BellSouth Telecommunications for Consideration and Approval of its "Georgians FIRST" (Price Caps) Proposal.

Docket No. 5825-U: In Re: The Creation of a Universal Access Fund as Required by the Telecommunications Competition and Development Act of 1995.

Docket No. 6801-U: In Re: Interconnection Negotiations Between BellSouth Telecommunications, Inc. and AT&T Communications of the Southern States, Inc., Pursuant to Sections 251-252 and 271 of the Telecommunications Act of 1996.

Docket No. 6865-U: In Re: Petition by MCI for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Docket No. 7253-U: In Re: BellSouth Telecommunications, Inc.'s Statement of Generally Available Terms and Conditions Under Section 252 (f) of the Telecommunications Act of 1996.

Docket No. 7061-U: In Re: Review of Cost Studies and Methodologies for Interconnection and Unbundling of BellSouth Telecommunications Services.

Docket No. 10692-U: In Re: Generic Proceeding to Establish Long-Term Pricing Policies for Unbundled Network Elements.

Docket No. 10854-U: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 16583-U: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 17749-U: In Re: FCC's Triennial Review Order Regarding the Impairment of Local Switching for Mass Market Customers.

Docket No. 22682-U: In Re: Notice of Merger of AT&T, Inc. and BellSouth Corporation together with its Certificated Georgia Subsidiaries.

Public Utilities Commission of Hawaii

Docket No. 7702: In the Matter of Instituting a Proceeding on Communications, Including an Investigation of the Communications Infrastructure of the State of Hawaii.

Idaho Public Utilities Commission

Case No. GNR-T-03-08: In the Matter of the Petition of IAT Communications, Inc., d/b/a NTCDIdaho, Inc., or ClearTalk, for Designation as an Eligible Telecommunications Carrier, and Case No. GNR-T-03-16: In the Matter of the Application of NCPR, Inc., d/b/a Nextel Partners, seeking designation as an Eligible Telecommunications Carrier.

Illinois Commerce Commission

Docket No. 04-0653: USCOC of Illinois RSA #1, LLC., USCOC of Illinois RSA #4 LLC., USCOC of Illinois Rockford, LLC., and USCOC of Central Illinois, LLC. Petition for Designation as an Eligible Telecommunications Carrier Under 47 U.S.C. Section 214(e)(2).

Docket Nos. 05-0644, 05-0649, and 05-0657: Petition of Hamilton County Telephone Co-Op et. al. for Arbitration under the Telecommunications Act to Establish Terms and Conditions for Reciprocal Compensation with Verizon Wireless and its Constituent Companies.

Indiana Utility Regulatory Commission

Cause No. 42303: In the Matter of the Complaint of the Indiana Payphone Association for a Commission Determination of Just and Reasonable Rates and Charges and Compliance with Federal Regulations.

Cause No. 41052-ETC-43: In the Matter of the Designation of Eligible Telecommunications Carriers by the Indiana Utility Regulatory Commission Pursuant to the Telecommunications Act of 1996 and Related FCC Orders. In Particular, the Application of NPCR, Inc. d/b/a Nextel Partners to be Designated.

Cause No. 42530: In the Matter of the Indiana Utility Regulatory Commission's Investigation of Matters Related to Competition in the State of Indiana Pursuant to Ind. Code 8-1-2 *et seq*.

Iowa Utilities Board

Docket No. RPU-95-10.

Docket No. RPU-95-11.

State Corporation Commission of the State of Kansas

Docket No. 00-GIMT-1054-GIT: In the Matter of a General Investigation to Determine Whether Reciprocal Compensation Should Be Paid for Traffic to an Internet Service Provider.

Docket No. 04-RCCT-338-ETC:In the Matter of Petition of RCC Minnesota, Inc. for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Docket No. 07-GIMT-498-GIT: In the Matter of a Review of the Commission's Federal USF Certification Requirements to Remove All Expenses and Investments by Competitive Eligible Telecommunications Carriers in a Southwestern Bell Telephone, L.P., Study Area from the Competitive Eligible Telecommunications Carrier's Justification of Use of High Cost Federal USF Support.

Docket No. 06-GIMT-187-GIT: IN the Matter of the General Investigation into the Commission's Telecommunications Billing Practices Standards.

Docket No. 11-CELZ-176-ETC: In the Matter of the Application of Cellco Partnership and Affiliates to Amend Eligible Telecommunications Carrier Designation Docket No. 11-CELZ-176-ETC in the State of Kansas.

Kentucky Public Service Commission

Administrative Case No. 10321: In the Matter of the Tariff Filing of South Central Bell Telephone Company to Establish and Offer Pulselink Service.

Administrative Case No. 323: In the Matter of An Inquiry into IntraLATA Toll Competition, An Appropriate Compensation Scheme for Completion of IntraLATA Calls by Interexchange Carriers, and WATS Jurisdictionality.

- Phase IA: Determination of whether intraLATA toll competition is in the public interest.
- Phase IB: Determination of a method of implementing intraLATA competition.
- Rehearing on issue of Imputation.

Administrative Case No. 90-256, Phase II: In the Matter of A Review of the Rates and Charges and Incentive Regulation Plan of South Central Bell Telephone Company.

Administrative Case No. 336: In the Matter of an Investigation into the Elimination of Switched Access Service Discounts and Adoption of Time of Day Switch Access Service Rates.

Administrative Case No. 91-250: In the Matter of South Central Bell Telephone Company's Proposed Area Calling Service Tariff.

Administrative Case No. 96-431: In Re: Petition by MCI for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Administrative Case No. 96-478: In Re: The Petition by AT&T Communications of the South Central States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE South Incorporated Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Administrative Case No. 96-482: In Re: The Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Administrative Case No. 360: In the Matter of: An Inquiry into Universal Service and Funding Issues.

Administrative Case No. 96-608: In the Matter of: Investigation Concerning the Provision of InterLATA Services by BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Administrative Case No. 382: An Inquiry into the Development of Deaveraged Rates for Unbundled Network Elements.

Case No. 2003-00143: In the Matter of: Petition of NCPR, Inc., d/b/a Nextel Partners for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Kentucky.

Case No. 2003-00397: Review of Federal Communications Commission's Triennial Review Order Regarding Unbundling Requirements for Individual Network Elements.

Case Nos. 2006-00215: Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, and consolidated Case Nos. 2006-00217, 2006-00218, 2006-00220, 2006-00252, 2006-00255, 2006-00288, 2006-00292, 2006-00294, 2006-00296, 2006-00298, and 2006-00300.

Case No. 2008-00135: In the Matter of Complaint of Sprint Communications Company L.P. Against Brandenburg Telephone Company for the Unlawful Imposition of Access Charges.

Louisiana Public Service Commission

Docket No. 17970: In Re: Investigation of the Revenue Requirements, Rate Structures, Charges, Services, Rate of Return, and Construction Program of AT&T Communications of the South Central States, Inc., in its Louisiana Operations.

Docket No. U-17949: In the Matter of an Investigation of the Revenue Requirements, Rate Structures, Charges, Services, Rate of Return, and Construction Program of South Central Bell Telephone Company, Its Louisiana Intrastate Operations, The Appropriate Level of Access Charges, and All Matters Relevant to the Rates and Service Rendered by the Company.

- Subdocket A (SCB Earnings Phase)
- Subdocket B (Generic Competition Phase)

Docket No. 18913-U: In Re: South Central Bell's Request for Approval of Tariff Revisions to Restructure ESSX and Digital ESSX Service.

Docket No. U-18851: In Re: Petition for Elimination of Disparity in Access Tariff Rates.

Docket No. U-22022: In Re: Review and Consideration of BellSouth Telecommunications, Inc.'s TSLRIC and LRIC Cost Studies Submitted Pursuant to Sections 901(C) and 1001(E) of the Regulations for Competition in the Local Telecommunications Market as Adopted by General Order Dated March 15, 1996

in Order to Determine the Cost of Interconnection Services and Unbundled Network Components to Establish Reasonable, Non-Discriminatory, Cost Based Tariffed Rates and Docket No. U-22093: In Re: Review and Consideration of BellSouth Telecommunications, Inc.'s Tariff Filing of April 1, 1996, Filed Pursuant to Section 901 and 1001 of the Regulations for Competition in the Local Telecommunications Market Which Tariff Introduces Interconnection and Unbundled Services and Establishes the Rates, Terms and Conditions for Such Service Offerings (consolidated).

Docket No. U-22145: In the Matter of Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. U-22252: In Re: Consideration and Review of BST's Preapplication Compliance with Section 271 of the Telecommunications Act of 1996, including but not limited to the fourteen requirements set forth in Section 271 (c) (2) (b) in order to verify compliance with section 271 and provide a recommendation to the FCC regarding BST's application to provide interLATA services originating in-region.

Docket No. U-20883 Subdocket A: In Re: Submission of the Louisiana Public Service Commission's Forward Looking Cost Study to the FCC for Purposes of Calculating Federal Universal Service Support.

Docket No. U-24206: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. U-22632: In Re: BellSouth Telecommunications, Inc. Filing of New Cost Studies for Providing Access Line Service for Customer Provided Public Telephones and Smartline Service for Public Telephone Access.

Docket No. Docket No. U-24714-A: In Re: Final Deaveraging of BellSouth Telecommunications, Inc. UNE Rates Pursuant to FCC 96-45 Ninth Report and Order and Order on Eighteenth Order on Reconsideration Released November 2, 1999.

Docket No. U-27571: In Re: Louisiana Public Service Commission Implementation of the Requirements Arising from The Federal Communications Commission's Triennial Review Order, Order 03-36: Unbundled Local Circuit Switching for Mass Market Customers and Establishment of a Batch Cut Migration Process.

Public Service Commission of Maryland

Case 8584, Phase II: In the Matter of the Application of MFS Intelenet of Maryland, Inc. for Authority to Provide and Resell Local Exchange and Intrastate Telecommunications Services in Areas Served by C&P Telephone Company of Maryland.

Case 8715: In the Matter of the Inquiry into Alternative Forms of Regulating Telephone Companies.

Case 8731: In the Matter of the Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising Under Section 252 of the Telecommunications Act of 1996.

Massachusetts Department of Telecommunications and Energy

D.P.U./D.T.E. 97088/97-18 (Phase II): Investigation by the Department of Telecommunications & Energy on its own motion regarding (1) implementation of section 276 of the Telecommunications Act of 1996 relative to public interest payphones, (2) Entry and Exit Barriers for the Payphone Marketplace, (3) New

England Telephone and Telegraph Company d/b/a NYNEX's Public Access Smart-Pay Service, and (4) the rate policy for operator service providers.

Michigan Public Service Commission

Case No. U-14781: In the matter on the Commission's Own Motion to examine the total service long run incremental costs of the Michigan Exchange Carriers Association Companies, including Ace Telephone Company, Barry County Telephone Company, Deerfield Farmers' Telephone Company, Kaleva Telephone Company, Lennon telephone Company, Ogden telephone Company, Pigeon Telephone Company, Upper Peninsula Telephone Company, and Waldron Telephone Company.

Minnesota Public Utilities Commission

PUC Docket No. PT6153/AM-02-686, OAH Docket No. 3-2500-14980-2: In the Matter of Petition of Midwest Wireless Communications, LLC for Designation as an Eligible Communications carrier under 47 U.S.C. § 214(e)(2).

PUC Docket No. PT-6182, 6181/M-02-1503: In the Matter of RCC Minnesota, Inc. and Wireless Alliance, LLC for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Mississippi Public Service Commission

Docket No. U-5086: In Re: MCI Telecommunications Corporation's Metered Use Service Option D (Prism I) and Option E (Prism II).

Docket No. U-5112: In Re: MCI Telecommunications Corporation's Metered Use Option H (800 Service).

Docket No. U-5318: In Re: Petition of MCI for Approval of MCI's Provision of Service to a Specific Commercial Banking Customers for Intrastate Interexchange Telecommunications Service.

Docket 89-UN-5453: In Re: Notice and Application of South Central Bell Telephone Company for Adoption and Implementation of a Rate Stabilization Plan for its Mississippi Operations.

Docket No. 90-UA-0280: In Re: Order of the Mississippi Public Service Commission Initiating Hearings Concerning (1) IntraLATA Competition in the Telecommunications Industry and (2) Payment of Compensation by Interexchange Carriers and Resellers to Local Exchange Companies in Addition to Access Charges.

Docket No. 92-UA-0227: In Re: Order Implementing IntraLATA Competition.

Docket No. 96-AD-0559: In Re: In the Matter of the Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 98-AD-035: Universal Service.

Docket No. 97-AD-544: In Re: Generic Proceeding to Establish Permanent Prices for BellSouth Interconnection and Unbundled Network Elements.

Docket No. 2003-AD-714: Generic Proceeding to Review the Federal Communications Commission's Triennial Review Order.

Public Service Commission of the State of Missouri

Case No. TO-2004-0527: In the Matter of the Application of WWC License, LLC, d/b/a CellularOne, for Designation as an Eligible Telecommunications Carrier, and Petition for Redefinition of Rural Telephone Company Areas.

Case No. to-2005-0384: Application of USCOC of Greater Missouri, LLC For Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Public Service Commission of the State of Montana

Docket No. D2000.8.124: In the Matter of Touch America, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 of the Terms and Conditions of Interconnection with Qwest Corporation, f/k/a US West Communications, Inc.

Docket No. D2000.6.89: In the Matter of Qwest Corporation's Application to Establish Rates for Interconnection, Unbundled Network Elements, Transport and Termination, and Resale Services.

Docket No. D2003.1.14: In the Matter of WWC Holding Co. Application for Designation as an Eligible Telecommunications Carrier in Montana Areas Served by Qwest Corporation.

Docket No. D2007.7.86: In the Matter of the Filing of a Notice of the Making of a Bona Fide Request for Interconnection with Ronan Telephone Company by Gold Creek Cellular of Montana Limited Partnership and Verizon Wireless LLC Both d/b/a Verizon Wireless Pursuant to 47 U.S.C. §§251 and 252 and §69-3-834, MCA; and Docket No. D.2007.7.87: In the Matter of the Filing of a Notice of the Making of a Bona Fide Request for Interconnection with Hot Springs Telephone Company by Gold Creek Cellular of Montana Limited Partnership and Verizon Wireless LLC Both d/b/a Verizon Wireless Pursuant to 47 U.S.C. §§251 and 252 and §69-3-834, MCA (consolidated).

Nebraska Public Service Commission

Docket No. C-1385: In the Matter of a Petition for Arbitration of an Interconnection Agreement Between AT&T Communications of the Midwest, Inc., and US West Communications, Inc.

Application No. C-3324: In the Matter of the Petition of N.E. Colorado Cellular, Inc., d/b/a Viaero Wireless for designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Docket No. 3725: In the Matter of Application of United States Cellular Corporation for Designation as an Eligible Telecommunications Carrier Pursuant To Section 214(e)(2) of the Communications Act of 1934.

Application No. C-4302: In the Matter of the Application of Cellco Partnership and its Subsidiaries and Affiliates to Amend Eligible Telecommunications Carrier Designation in the State of Nebraska.

Public Utilities Commission of Nevada

Docket No. 04-3030: In re: Application of WWD License LLC, d/b/a CellularOne, for redefinition of its service area as a designated Eligible Telecommunications Carrier.

Docket No. 08-12017: In the Matter of Commnet of Nevada, LLC, Application for Designation as an Eligible Telecommunications Carrier for Purposes of Receiving Federal Universal Service Support.

Docket No. 10-09007: Application of Cellco Partnership and its Subsidiaries and Affiliates to Amend Eligible Telecommunications Carrier Designation in the State of Nevada.

New Jersey Board of Public Utilities

Docket No. TM0530189: In the Matter of the Joint Petition of Verizon Communications Inc., and MCI, Inc. for Approval of Merger.

New Mexico Public Regulation Commission

Case No. 10-00315-UT: In the Matter of the Application of Sacred Wind Communications, Inc., for Approval of Initial Rates, Terms and Conditions of Service for Support from the New Mexico Rural Universal Service Fund and Petition for Variance from Commission Rules.

New York Public Service Commission

Case No. 28425: Proceeding on Motion of the Commission as to the Impact of the Modification of Final Judgement and the Federal Communications Commission's Docket 78-72 on the Provision of Toll Service in New York State.

North Carolina Public Utilities Commission

Docket No. P-100, Sub 72: In the Matter of the Petition of AT&T to Amend Commission Rules Governing Regulation of Interexchange Carriers (Comments).

Docket No. P-141, Sub 19: In the Matter of the Application of MCI Telecommunications Corporation to Provide InterLATA Facilities-Based Telecommunications Services (Comments).

Docket No. P-55, Sub 1013: In the Matter of Application of BellSouth Telecommunications, Inc. for, and Election of, Price Regulation.

Docket Nos. P-7, Sub 825 and P-10, Sub 479: In the Matter of Petition of Carolina Telephone and Telegraph and Central Telephone Company for Approval of a Price Regulation Plan Pursuant to G.S. 62-133.5.

Docket No. P-19, Sub 277: In the Matter of Application of GTE South Incorporated for and Election of, Price Regulation.

Docket No. P-141, Sub 29: In the Matter of: Petition of MCI Telecommunications Corporation for Arbitration of Interconnection with BellSouth Telecommunications, Inc., Petition of AT&T Communications of the Southern States, Inc. for Arbitration of Interconnection with BellSouth Telecommunications, Inc. (consolidated).

Docket No. P-141, Sub 30: In the Matter of: Petition of MCI Telecommunications Corporation for Arbitration of Interconnection with General Telephone Company of North Carolina, Inc., Petition of AT&T Communications of the Southern States, Inc. for Arbitration of Interconnection with General Telephone Company of North Carolina, Inc. (consolidated).

Docket No. P-100, Sub 133b: Re: In the Matter of Establishment of Universal Support Mechanisms Pursuant to Section 254 of the Telecommunications Act of 1996.

Docket No. P-100, Sub 133d: Re: Proceeding to Determine Permanent Pricing for Unbundled Network Elements.

Docket No. P-100, Sub 84b: Re: In the Matter of Petition of North Carolina Payphone Association for Review of Local Exchange Company Tariffs for Basic Payphone Services (Comments).

Docket No. P-561, Sub 10: BellSouth Telecommunications, Inc., Complainant, v. US LEC of North Carolina, LLC, and Metacomm, LLC, Respondents.

Docket No. P-472, Sub 15: In the Matter of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Time Warner Telecom of North Carolina, L.P. Pursuant to Section 252(b) of the Telecommunications Act of 1996.

Docket Nos. P-7, Sub 995; P-10, Sub 633: ALEC., Inc. v. Carolina Telephone and Telegraph Company and Central Telephone Company.

Docket No. P-500, Sub 18: In the Matter of: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. P-118, Sub 30: In the matter of: Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996.

Docket No. P-100, Sub 133q: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Public Utilities Commission of Ohio

Case No. 93-487-TP-ALT: In the Matter of the Application of The Ohio Bell Telephone Company for Approval of an Alternative Form of Regulation.

Case No. 05-0269-TP-ACO: In the matter of the Joint Application of SBC Communications, Inc. and AT&T Corp. for Consent and Approval of a Change of Control.

Oklahoma Corporation Commission

Cause No. PUD 01448: In the Matter of the Application for an Order Limiting Collocation for Special Access to Virtual or Physical Collocation at the Option of the Local Exchange Carrier.

Cause No. PUD 200300195: Application of United States Cellular Corporation for Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Cause No. PUD 200300239: Application of Dobson Cellular Systems, Inc. for Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Cause No. PUD 200500122: In the matter of Dobson Cellular Systems, Inc., and American Cellular Corporation application for designation as a competitive eligible telecommunications carrier and

redefinition of the service area requirement pursuant to Section 214(e) of the Telecommunications Act of 1996.

Public Utility Commission of Oregon

Docket No. UT 119: In the Matter of an Investigation into Tariffs Filed by US West Communications, Inc., United Telephone of the Northwest, Pacific Telecom, Inc., and GTE Northwest, Inc. in Accordance with ORS 759.185(4).

Docket No. ARB 3: In the Matter of the Petition of AT&T Communications of the Pacific Northwest, Inc., for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996. Docket No. ARB 6: In the Matter of the Petition of MCIMetro Access Transmission Services, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 (consolidated).

Docket No. ARB 9: In the Matter of the Petition of an Interconnection Agreement Between MCIMetro Access Transportation Services, Inc. and GTE Northwest Incorporated, Pursuant to 47 U.S.C. Section 252.

Docket No. UT-125: In the Matter of the Application of US West Communications, Inc. for an Increase in Revenues.

Docket No. UM 1083: RCC Minnesota, Inc. Application for Designation as an Eligible Telecommunications Carrier, Pursuant to the Telecommunications Act of 1996.

Docket No. UM 1084: United States Cellular Corporation Application for Designation as an Eligible Telecommunications Carrier, Pursuant to the Telecommunications Act of 1996.

Docket No. UM 1217: Staff Investigation to Establish Requirements for Initial Designation and Recertification of Telecommunications Carriers Eligible to Receive Federal Universal Service Support.

Pennsylvania Public Utilities Commission

Docket No. I-00910010: In Re: Generic Investigation into the Current Provision of InterLATA Toll Service.

Docket No. P-00930715: In Re: The Bell Telephone Company of Pennsylvania's Petition and Plan for Alternative Form of Regulation under Chapter 30.

Docket No. R-00943008: In Re: Pennsylvania Public Utility Commission v. Bell Atlantic-Pennsylvania, Inc. (Investigation of Proposed Promotional Offerings Tariff).

Docket No. M-00940587: In Re: Investigation pursuant to Section 3005 of the Public Utility Code, 66 Pa. C. S. §3005, and the Commission's Opinion and Order at Docket No. P-930715, to establish standards and safeguards for competitive services, with particular emphasis in the areas of cost allocations, cost studies, unbundling, and imputation, and to consider generic issues for future rulemaking.

Docket No. A-310489F7004: Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996.

Docket Nos. A-310580F9, A-310401F6, A-310407F3, A-312025F5, A-310752F6, A-310364F3: Joint Application of Verizon Communications Inc. and MCI, Inc. for Approval of Agreement and Plan of Merger.

South Carolina Public Service Commission

Docket No. 90-626-C: In Re: Generic Proceeding to Consider Intrastate Incentive Regulation.

Docket No. 90-321-C: In Re: Petition of Southern Bell Telephone and Telegraph Company for Revisions to its Access Service Tariff Nos. E2 and E16.

Docket No. 88-472-C: In Re: Petition of AT&T of the Southern States, Inc., Requesting the Commission to Initiate an Investigation Concerning the Level and Structure of Intrastate Carrier Common Line (CCL) Access Charges.

Docket No. 92-163-C: In Re: Position of Certain Participating South Carolina Local Exchange Companies for Approval of an Expanded Area Calling (EAC) Plan.

Docket No. 92-182-C: In Re: Application of MCI Telecommunications Corporation, AT&T Communications of the Southern States, Inc., and Sprint Communications Company, L.P., to Provide IntraLATA Telecommunications Services.

Docket No. 95-720-C: In Re: Application of BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company for Approval of an Alternative Regulation Plan.

Docket No. 96-358-C: In Re: Interconnection Agreement Negotiations Between AT&T Communications of the Southern States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 96-375-C: In Re: Interconnection Agreement Negotiations Between AT&T Communications of the Southern States, Inc. and GTE South Incorporated Pursuant to 47 U.S.C. § 252.

Docket No. 97-101-C: In Re: Entry of BellSouth Telecommunications, Inc. into the InterLATA Toll Market.

Docket No. 97-374-C: In Re: Proceeding to Review BellSouth Telecommunications, Inc. Cost for Unbundled Network Elements.

Docket No. 97-239-C: Intrastate Universal Service Fund.

Docket No. 97-124-C: BellSouth Telecommunications, Inc. Revisions to its General Subscriber Services Tariff and Access Service Tariff to Comply with the FCC's Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996.

Docket No. 1999-268-C: Petition of Myrtle Beach Telephone, LLC, for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Horry Telephone Cooperative, Inc.

Docket No. 1999-259-C: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 2001-65-C: Generic Proceeding to Establish Prices for BellSouth's Interconnection Services, Unbundled Network Elements and Other Related Elements and Services.

Docket No. 2003-326-C: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Docket No. 2003-227-C: Application of Hargray Wireless, LLC for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. 214(e)(2).

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Docket No. TC03-191: In the Matter of the Filing by WWC License, LLC d/b/a CellularOne for Designation as an Eligible Telecommunications Carrier in Other Rural Areas.

Docket No. TC03-193: In the Matter of the Petition of RCC Minnesota, Inc., and Wireless Alliance, L.L.C., for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. §214(e)(2).

Docket No. TC10-090: In the Matter of the Petition of Cellco Partnership and Its Subsidiaries and Affiliates to Amend and Consolidate Eligible Telecommunications Carrier Designations in the State of South Dakota and to Partially Relinquish ETC Designation.

Tennessee Public Service Commission

Docket No. 90-05953: In Re: Earnings Investigation of South Central Bell Telephone Company.

Docket Nos. 89-11065, 89-11735, 89-12677: AT&T Communications of the South Central States, MCI Telecommunications Corporation, US Sprint Communications Company -- Application for Limited IntraLATA Telecommunications Certificate of Public Convenience and Necessity.

Docket No. 91-07501: South Central Bell Telephone Company's Application to Reflect Changes in its Switched Access Service Tariff to Limit Use of the 700 Access Code.

Tennessee Regulatory Authority

Docket No. 96-01152: In Re: Petition by AT&T Communications of the South Central States, Inc. for Arbitration under the Telecommunications Act of 1996 and Docket No. 96-01271: In Re: Petition by MCI Telecommunications Corporation for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 96-01262: In Re: Interconnection Agreement Negotiations Between AT&T of the South Central States, Inc. and BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252.

Docket No. 97-01262: Proceeding to Establish Permanent Prices for Interconnection and Unbundled Network Elements.

Docket No. 97-00888: Universal Service Generic Contested Case.

Docket No. 99-00430: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996.

Docket No. 97-00409: In Re: All Telephone Companies Tariff Filings Regarding Reclassification of Pay Telephone Service as Required by Federal Communications Commission Docket No. 96-128.

Docket No. 03-00119: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc.

Docket No. 03-00491: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Docket No. 06-00093: In Re: Joint Filing of AT&T, Inc., BellSouth Corporation, and BellSouth's Certified Tennessee Subsidiaries Regarding Change of Control.

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PUC Docket No. 29144: Application of Dobson Cellular Systems, Inc., for Designation as an Eligible Telecommunications Carrier (ETC) pursuant to 47 U.S.C. 241 (e) and P.U. C. Subst. Rule 26.418.

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Docket No. 6882: Investigation into Public Access Line Rates of Verizon New England, Inc., d/b/a Verizon Vermont.

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Case No. PUC930035: Application of Contel of Virginia, Inc. d/b/a GTE Virginia to implement community calling plans in various GTE Virginia exchanges within the Richmond and Lynchburg LATAs.

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Docket No. UT-950200: In the Matter of the Request of US West Communications, Inc. for an Increase in its Rates and Charges.

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Docket No. UT-050814: In the Matter of the Joint Petition of Verizon Communications Inc., and MCI, Inc. for a Declaratory Order Disclaiming Jurisdiction Over or, in the Alternative a Joint Application for Approval of, Agreement and Plan of Merger.

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Case No. JRT-2001-AR-0002: In the Matter of Interconnection Rates, Terms and Conditions between WorldNet Telecommunications, Inc. and Puerto Rico Telephone Company.

Case No. JRT-2003-AR-0001: Re: Petition for Arbitration pursuant to Section 252(b) of the Federal Communications Act, and Section 5(b), Chapter II of the Puerto Rico Telecommunications Act, regarding interconnection rates, terms, and conditions.

Case No. JRT-2004-Q-0068: Telefónica Larga Distancia de Puerto Rico, Inc., Complainant, v. Puerto Rico Telephone Company, Defendant.

Case Nos. JRT-2005-Q-0121 and JRT-2005-Q-0218: Telefónica Larga Distancia de Puerto Rico, Inc., and WorldNet Telecommunications, Inc., Plaintiffs, v. Puerto Rico Telephone Company, Inc., Defendant.

Case No. JRT-2010-AR-0001: In the Matter of WorldNet Telecommunications, Inc., Petition for arbitration pursuant to Section 47 U.S.C. 252(b) of the Federal Communications Act and Section 5(b), Chapter III, of the Puerto Rico Telecommunications Act, regarding interconnection rates, terms, and conditions with Puerto Rico Telephone Company.

COMMENTS/DECLARATIONS - FEDERAL COMMUNICATIONS COMMISSION

CC Docket No. 92-91: In the Matter of Open Network Architecture Tariffs of Bell Operating Companies.

CC Docket No. 93-162: Local Exchange Carriers' Rates, Terms, and Conditions for Expanded Interconnection for Special Access.

CC Docket No. 91-141: Common Carrier Bureau Inquiry into Local Exchange Company Term and Volume Discount Plans for Special Access.

CC Docket No. 94-97: Review of Virtual Expanded Interconnection Service Tariffs.

CC Docket No. 94-128: Open Network Architecture Tariffs of US West Communications, Inc.

CC Docket No. 94-97, Phase II: Investigation of Cost Issues, Virtual Expanded Interconnection Service Tariffs.

CC Docket No. 96-98: In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996.

CC Docket No. 97-231: Application by BellSouth to Provide In-Region InterLATA Services.

CC Docket No. 98-121: Application by BellSouth to Provide In-Region InterLATA Services.

CCB/CPD No. 99-27: In the Matter of Petition of North Carolina Payphone Association for Expedited Review of, and/or Declaratory Ruling Concerning, Local Exchange Company Tariffs for Basic Payphone Services.

CC Docket No. 96-128: In the Matter of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, CCB/CPD No. 99-31: Oklahoma Independent Telephone Companies Petition for Declaratory Ruling (consolidated).

CCB/CPD No. 00-1: In the Matter of the Wisconsin Public Service Commission Order Directing Filings.

CC Docket No. 99-68: In the Matter of Inter-Carrier Compensation for ISP-Bound Traffic.

File No. EB-01-MD-020: In the Matter of Sprint Communications Company, L.P., Complainant v. Time Warner Telecom, Inc. Defendant.

WC Docket No. 03-225: Request by the American Public Communications Council that the Commission Issue a Notice of Proposed Rulemaking to Update the Dial-Around Compensation Rate.

File Nos. EB-02-MD-018-030: In the Matter of Communications Vending Corp. of Arizona, et. al., Complainants, v. Citizens Communications Co. f/k/a Citizens Utilities Co. and Citizens Telecommunications Co., et. al., Defendants.

CC Docket No. 96-45: In the Matter of Federal-State Joint Board on Universal Service, Cellular South License, Inc., RCC Holdings, Inc., Petitions for designation as an Eligible Telecommunications Carrier in the State of Alabama.

CC Docket No. 96-45: In the Matter of Federal-State Joint Board on Universal Service, Declaration in Support of the Comments to the Federal-State Joint Board of the Rural Cellular Association and the Alliance of Rural CMRS Carriers.

WC Docket No. 07-245/GN Docket No. 09-51: In the Matter of Implementation of Section 224 of the Act; Amendment of the Commission's Rules and Policies Governing Pole Attachments.

REPRESENTATIVE TESTIMONY – STATE, FEDERAL, AND OVERSEAS COURTS

Court of Common Pleas, Philadelphia County, Pennsylvania

Shared Communications Services of 1800-80 JFK Boulevard, Inc., Plaintiff, v. Bell Atlantic Properties, Inc., Defendant.

Texas State Office of Administrative Hearings

SOAH Docket No. 473-00-0731: Office of Customer Protection (OCP) Investigation of Axces, Inc. for Continuing Violations of PUC Substantive Rule §26.130, Selection of Telecommunications Utilities, Pursuant to Procedural Rules 22.246 Administrative Penalties.

SOAH Docket No. 473-03-3673: Application of NPCR, Inc., dba Nextel Partners for Eligible Telecommunications Carrier Designation (ETC).

SOAH Docket No. 473-04-4450: Application of Dobson Cellular Systems, Inc., for Designation as an Eligible Telecommunications Carrier (ETC) pursuant to 47 U.S.C. 241 (e) and P.U. C. Subst. Rule 26.418.

Superior Court for the State of Alaska, First Judicial District

Richard R. Watson, David K. Brown and Ketchikan Internet Services, a partnership of Richard R. Watson and David K. Brown, Plaintiffs, v. Karl Amylon and the City of Ketchikan, Defendants.

Superior Court for the State of Alaska, Third Judicial District

Dobson Cellular Systems, Inc., Plaintiff, v. Frontline Hospital, LLC, Defendant.

United States District Court for the Southern District of Iowa, Central Division

Iowa Network Services, Inc., Plaintiff, v. Sprint Communications Company, L.P., Defendant.

United States District Court for the District of Oregon

Time Warner Telecom of Oregon, LLC, and Qwest Communications Corporation, Plaintiffs, v. The City of Portland, Defendant.

United States District Court for the District of South Carolina, Columbia Division

Brian Wesley Jeffcoat, on behalf of himself and others similarly situated, Plaintiffs, v. Time Warner Entertainment - Advance/Newhouse Partnership, Defendant.

United States District Court for the Northern District of Texas, Fort Worth Division

Multitechnology Services, L. P. d/b/a CoServ Broadband Services, Plaintiffs, v. Southwestern Bell Telephone Company, Defendant.

Multitechnology Services, L. P. d/b/a CoServ Broadband Services, Plaintiffs, v. Verizon Southwest f/k/a GTE Southwest Incorporated, Defendant.

High Court of the Hong Kong Special Administrative Region, Court of First Instance

Commercial List No. 229 of 1999: Cable and Wireless HKT International Limited, Plaintiff v. New World Telephone Limited, Defendant.

REPRESENTATIVE TESTIMONY – PRIVATE COMMERCIAL ARBITRATION TRIBUNALS

American Arbitration Association

Southwestern Bell Telephone Company, Claimant vs. Time Warner Telecom, Respondent.

New Access Communications LLC, Choicetel LLC and Emergent Communications LLC, Claimants vs. Qwest Corporation, Respondent (Case No. 77 Y 1818 0031603).

CPR Institute for Dispute Resolution

Supra Telecommunications and Information Systems, Inc., Claimant vs. BellSouth Telecommunications, Inc., Respondent.

RECENT WHITE PAPERS

There's No Shortcut to Fundamental Reform: A Path to Meaningful Reform of the Federal Universal Service Program That Will Meet the Needs of Rural Customers While Avoiding Costly Artificial Constraints.

Effective Long Run Management of the High-Cost Universal Service Support Mechanism: An Outline for Managing Fund Size Over the Long Run While Encouraging Efficient Competitive Entry and Maximizing Consumer Benefit in Rural and High-Cost Areas.

No Steps Forward, Two Steps Back: An Analysis of the RLEC Plan for Regulatory Reform.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 18
PARTY AT&T Florida
DESCRIPTION David J. Egan (DJE-1) CONFIDENTIAL
DATE 5/3/12

PROPRIETARY AND CONFIDENTIAL
Filed under a separate Notice of Intent to Request Specified Confidential Classification
On February 13, 2012

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 19
PARTY AT&T Florida
DESCRIPTION David J. Egan (DJE-2) CONFIDENTIAL
DATE 5/3/12

PROPRIETARY AND CONFIDENTIAL
Filed under a separate Notice of Intent to Request Specified Confidential Classification
On February 22, 2012

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 20
PARTY AT&T
DESCRIPTION David J. Egan (DJE-3) CONFIDENTAIL
DATE 5/3/12

PROPRIETARY AND CONFIDENTIAL
Filed under a separate Notice of Intent to Request Specified Confidential Classification
On February 22, 2012

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 21
PARTY AT&T Florida
DESCRIPTION David J. Egan (DJE-4) CONFIDENTIAL
DATE 5/3/12

PROPRIETARY AND CONFIDENTIAL
Filed under a separate Notice of Intent to Request Specified Confidential Classification
On February 22, 2012

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 22
PARTY AT&T Florida
DESCRIPTION William E. Greenlaw (WEG-1)
DATE 5/3/12

Eddie A. Reed, Jr.
Director-Interconnection Agreements
AT&T Operations, Inc.

AT&T Wholesale
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 800 404-4548

at&t

November 1, 2010

Mark Foster
Attorney
c/o Law Office of Mark Foster
707 West Tenth Street
Austin, TX 78701

Re: Express Phone Service, Inc.'s Section 252(i) adoption requests

Dear Mark Foster:

On October 21, 2010, AT&T received your letter dated October 20, 2010, via facsimile, on behalf of Express Phone Service, Inc. ("Express Phone"). Your letter states that Express Phone desires to adopt the Florida Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida (AT&T Florida), and Image Access, Inc. in the State of Florida. In addition, Express Phone desires to adopt the Mississippi Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi (AT&T Mississippi), and Image Access, Inc. in the State of Mississippi.

Our records indicate that Express Phone is currently operating under an approved Agreement in the States of Florida and Mississippi which have not expired and are not within the timeframe to request a successor agreement. Therefore, pursuant to the Effective Date, Term, and Termination provisions of the General Terms and Conditions, AT&T denies Express Phone's adoption requests.

Crystal Parker Brack will continue to be the AT&T Lead Negotiator assigned to Express Phone and may be reached at 312-335-3070. Please direct any questions or concerns you may have to Ms. Parker Brack.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

TENA RYLANDER

Eddie A. Reed, Jr.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 23
PARTY AT&T Florida
DESCRIPTION William E. Greenlaw (WEG-2)
DATE 5/3/12

EXHIBIT WEG – 2: EXCERPTS FROM AT&T FLORIDA AND EXPRESS PHONE ICA

BELLSOUTH® / CLEC Agreement

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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

Resale Agreement

Between

BellSouth Telecommunications, Inc.

And

Express Phone Service, Inc.

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Express Phone Service, Inc. (Express Phone), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Express Phone or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Express Phone 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, pursuant to Sections 251 and 252 of the Act; Express Phone wishes to purchase certain services from BellSouth; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Express Phone 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 ten percent (10%).

Commission is defined as the appropriate regulatory agency in each state 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.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

FCC means the Federal Communications 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 Express Phone agrees to provide BellSouth in writing Express Phone's CLEC certification from the Commission for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval. Additionally, Express Phone shall provide to BellSouth an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

1.2 To the extent Express Phone is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Express Phone may not purchase services hereunder in that state. Express Phone will notify BellSouth in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, BellSouth will file this Agreement in that state, and Express Phone may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 3.

1.3 Should Express Phone's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state shall become due, or BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. Express Phone shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2. Term of the Agreement

2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

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 the initial term 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 the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 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 of the initial term 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 rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.

2.3.1 Express Phone may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term 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 BellSouth may terminate this Agreement upon sixty (60) days notice to Express Phone. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Express Phone pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

2.3.2 Notwithstanding Section 2.2 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.

2.4 If, at any time during the term of this Agreement, BellSouth is unable to contact Express Phone pursuant to the Notices provision hereof or any other contact information provided by Express Phone under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Express Phone pursuant to the Notices section hereof.

2.5 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due. In such event, Express Phone is solely responsible for notifying its customers of any discontinuance of service.

3. Parity

When Express Phone purchases, Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and customers.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for Express Phone, or, if applicable under this Agreement, switching, 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 Express Phone customers. 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 Express Phone customers for the same length of time it maintains such information for its own customers.

4.2 Subpoenas Directed to Express Phone. Where BellSouth is providing resold services to Express Phone, or, if applicable under this Agreement, switching, then Express Phone agrees that in those cases where Express Phone receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Express Phone customers, and where Express Phone does not have the requested information, Express Phone will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with Section 4.1 above.

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

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 Express Phone, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected 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. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Express Phone any entire resale agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

12.1 If Express Phone changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Express Phone to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Express Phone shall provide BellSouth with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), BellSouth's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Express

Phone or BellSouth to perform any material terms of this Agreement, Express Phone or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the dispute resolution process set forth in Section 8 above.

13 Legal Rights

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

14 Indivisibility

Subject to Section 15 below, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

15 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8 above.

16 Non-Waivers

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

17 Governing Law

such time as Express Phone is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25 Necessary Approvals

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.

26 Good Faith Performance

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.

27. Rates

27.1 Express Phone shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill Express Phone for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to Express Phone's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 3 hereof, BellSouth shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;

Resale Agreement
General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.	**Express Phone Service, Inc.**
By:	By:
Name: Kristen E. Shore	Name: THOMAS M. ARMSTRONG
Title: Director	Title: PRESIDENT
Date:	Date: 8/25/06

Attachment 3

Billing

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Rates.....Exhibit A

comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Express Phone accounts(s). If Express Phone provides a security deposit or additional security deposit in the form of a surety bond as required herein, Express Phone shall renew the surety bond or provide BellSouth with evidence that Express Phone has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Express Phone fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Express Phone's account(s). If the credit rating of any bonding company that has provided Express Phone with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Express Phone that Express Phone must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Express Phone fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Express Phone's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Express Phone as security hereunder if Express Phone defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Express Phone. Express Phone shall pay invoices by utilizing wire transfer services or automatic clearing house services. Express Phone shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between Express Phone and Express Phone's customer.

1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Express Phone's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 1.4.1.2, below, shall apply.

1.4.1.2 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth above, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of BellSouth's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the BellSouth intrastate Access Services Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, Express Phone may be charged a fee for all returned checks at the rate set forth in Section A2 of BellSouth's GSST or pursuant to the applicable state law.

1.5 Discontinuing Service to Express Phone. The procedures for discontinuing service to Express Phone are as follows:

1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's customers.

1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

1.5.2 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Express Phone of the rules and regulations of BellSouth's tariffs.

1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to Express Phone that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 24
PARTY AT&T Florida
DESCRIPTION William E. Greenlaw (WEG-3)
DATE 5/3/12

AT&T Wholesale
311 S. Akard, 9th Floor
Dallas, TX 75202
Fax 800 404-4548

at&t

March 25, 2011

Mark Foster
Law Office of Mark Foster
707 West Tenth Street
Austin, TX 78701

Re: Express Phone Service, Inc.'s Section 252(i) adoption requests

Dear Mr. Foster:

On March 14, 2011, AT&T received your letters of this same date, via facsimile, in which you requested that Express Phone Service, Inc. ("Express Phone") be permitted to adopt the Interconnection Agreement ("ICA") between BellSouth Telecommunications, Inc. ("AT&T") and Image Access, Inc. for the States of Alabama, Florida, and Mississippi ("Image Access ICAs").

Although the parties are now in the negotiation period provided in Section 2.2 of its present ICAs, Express Phone is not meeting its payment obligations under those Agreements. AT&T conditionally accepts Express Phone's requests provided all of the following occur:

(1) Express Phone cures all past due amounts, including disputed amounts, existing under its present ICA's by March 29, 2011, as documented in AT&T's Notice Letters of February 23, 2011 and any amounts accrued thereafter, as required by Section 1.4 of Express Phone's ICAs;

(2) Express Phone provides a suitable form of security to AT&T (in the form of a deposit or one of the other methods available under the Agreement to be adopted for services rendered under that Agreement); and

(3) The Agreement to be adopted remains available for adoption pursuant to Section 252(i).

To the extent that Express Phone does not comply with the above-listed requirements by March 29, 2011 and still wishes to adopt the Image Access ICA's, Express Phone will be required to submit subsequent written requests to AT&T for consideration.

Julia Johnson will be the AT&T Lead Negotiator assigned to Express Phone and may be reached at 404-927-7806. Please direct any questions or concerns you may have to Ms. Johnson.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

Keshana Evans

Bill Bockelman
Director

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 25
PARTY Express Phone
DESCRIPTION Thomas M. Armstrong (TMA-14)
DATE 5/3/12

Docket No. 110087-TP
Amounts Due to Express Phone
From AT&T
Exhibit TMA-14, Page 1 of 1

Bill Month	Promo/Disputes Due	
2007-08	$	1,803.00
2007-09	$	1,763.00
2007-10	$	3,740.00
2007-11	$	2,203.00
2007-12	$	5,811.00
2008-01	$	8,291.00
2008-02	$	9,301.00
2008-03	$	8,027.00
2008-04	$	8,598.00
2008-05	$	6,695.00
2008-06	$	8,471.00
2008-07	$	(1,536.00)
2008-08	$	10,180.00
2008-09	$	10,426.00
2008-10	$	10,768.00
2008-11	$	22,657.00
2008-12	$	22,051.00
2009-01	$	23,176.00
2009-02	$	27,162.00
2009-03	$	23,280.00
2009-04	$	25,428.00
2009-05	$	33,292.00
2009-06	$	49,361.00
2009-07	$	42,784.00
2009-08	$	41,935.00
2009-09	$	32,873.00
2009-10	$	33,723.00
2009-11	$	17,044.00
2009-12	$	16,719.00
2010-01	$	16,655.00
2010-02	$	24,218.00
2010-03	$	26,294.00
2010-04	$	101,937.00
2010-05	$	85,438.00
2010-06	$	88,413.00
2010-07	$	85,363.00
2010-08	$	96,814.00
2010-09	$	81,650.00
2010-10	$	54,489.00
2010-11	$	92,257.00
2010-12	$	125,020.00
2011-01	$	102,282.00
2011-02	$	90,284.00
	$	1,577,138.00

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 26
PARTY Express Phone
DESCRIPTION T Armstrong (TMA-15)CONFIDENTIAL
DATE 5/3/12

Docket No. 110087-TP
September 24, 2010 Email from Reginald Greene to Mark Foster
Exhibit TMA-15, Page 1 of 1

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 27
PARTY AT&T Florida
DESCRIPTION William E. Greenlaw (WEG-4)
DATE 5/3/12

AT&T Wholesale Agreement

MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between Digital Express, Inc. ("CLEC"), a Texas corporation on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

WHEREAS, CLEC has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and Image Access, Inc. d/b/a NewPhone, Inc. dated March 20, 2006 for the State of Florida.

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CLEC has adopted the Interconnection Agreement for the State of Florida;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, CLEC and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2. CLEC and AT&T shall adopt in its entirety the Interconnection Agreement dated March 20, 2006 and any and all amendments to said Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this MFN Agreement. The Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this Interconnection Agreement with amendment(s) consists of the following:

ITEM
Adoption Papers
Signature Page
Exhibit 1 Cover Page
Image Access, Inc. d/b/a NewPhone, Inc. Agreement
GA Rate Remand Order Amendment – Effective April 19, 2006
Amendment to Extend Term Date – Effective March 31, 2009

3. In the event that CLEC consists of two (2) or more separate entities as set forth in the preamble to this MFN Agreement, all such entities shall be jointly and severally liable for the obligations of CLEC under this MFN Agreement.

4. The term of this MFN Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this MFN Agreement, the expiration date shall be April 18, 2012.

5. CLEC shall accept and incorporate any approved amendments to the Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
Facsimile Number: 214-464-2006

With a Copy To:

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

To CLEC:

Tom Armstrong
Vice President
1801 W. Fairfield Drive, Unit 1
Pensacola, FL 32501

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this MFN 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.

Digital Express, Inc.

By: Thomas M. Armstrong

Name: THOMAS M. ARMSTRONG

Title: President

Date: 6/6/2011

BellSouth Telecommunications, Inc. d/b/a AT&T Florida, by AT&T Services, Inc., its authorized agent

By: Patrick Doherty

Name: Patrick Doherty

Title: Director - Regulatory

Date: JUN 08 2011

EXHIBIT 1

Customer Name: Image Access, Inc. d/b/a NewPhone

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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

Image Access, Inc. d/b/a NewPhone

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Attachment 10- BellSouth Disaster Recovery Plan

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Image Access, Inc. d/b/a NewPhone and in Florida, Image Access, Inc. d/b/a NewPhone, Inc. (Image Access), a Louisiana corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Image Access or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Image Access 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, Image Access wishes to resell certain BellSouth's Telecommunications Services as set forth in Attachment 1, purchase Network Elements and Other Services as set forth in Attachment 2, and, primarily in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement; and;

WHEREAS, the Parties wish to interconnect their facilities, exchange traffic and perform Local Number Portability ("LNP") pursuant to and consistent with the rights and obligations set forth in Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Image Access 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 state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Image Access under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.

1.1.1 For any service(s) BellSouth receives from Image Access, Image Access shall bill BellSouth in CBOS format.

1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.

1.1.3 BellSouth will render bills each month on established bill days for each of Image Access's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.

1.1.4 BellSouth will bill Image Access in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Image Access, and Image Access will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.

1.1.5 BellSouth will not perform billing and collection services for Image Access as a result of the execution of this Agreement.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Image Access will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services and/or

resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Image Access may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from Image Access.

1.2.1 Company Identifiers. OCN, CC, CIC, ACNA and BAN Changes. If Image Access needs transfer collocation (i.e., transfer assets) to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when Image Access has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), Image Access shall bear all costs incurred by BellSouth to convert Image Access to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of Image Access's End User customer records and will be handled by the BFR/NBR process.

1.2.2 Tax Exemption. It is the responsibility of Image Access to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Image Access entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to Image Access will not include those taxes or fees from which Image Access is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Image Access shall pay all applicable taxes and fees. In the event that Image Access believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth's receipt of a properly completed exemption certificate, BellSouth shall assign to Image Access its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from Image Access and at Image Access's sole expense, pursue such refund claim on behalf of Image Access, provided that Image Access promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Image Access. Image Access shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Image Access to its End Users.

1.3 Deposit Policy. BellSouth reserves the right to secure the accounts of new CLECs (entities with no existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) with a suitable form of security pursuant to this Section. Image Access may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a company with a credit rating of greater than or equal to 5A1.

1.3.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.3.2. Further, if Image Access has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, BellSouth may treat Image Access, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.3.5.

1.3.2 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form or substantially similar in substantive parts to the BellSouth Form), Surety Bond (BellSouth Form or substantially similar in substantive parts to the BellSouth Form).

1.3.3 The amount of the security shall not exceed two (2) month's estimated billing for new CLECs or actual billing for existing CLECs. Interest shall accrue per the appropriate BellSouth tariff on cash deposits.

1.3.3.1 The amount of the security due from Image Access Data shall be reduced by the undisputed amounts due to Image Access Data by BellSouth pursuant to Attachment 3 of this Agreement that have not been paid by the Due Date at the time of the request by BellSouth to Image Access Data for a deposit. Within ten (10) days of BellSouth's payment of such undisputed past due amounts to Image Access Data, shall provide the additional security necessary to establish the full amount of the deposit that BellSouth originally requested.

1.3.4 Any such security shall in no way release Image Access from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2 below.

1.3.5 BellSouth may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:

1.3.5.1 Image Access must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten percent (10%) of the non-disputed receivable balance is received over thirty (30) days past the Due Date.

1.3.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an

audited financial report) excluding any nonrecurring charges or special restructuring charges.

1.3.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:

1.3.5.3.1 Free cash flow positive;

1.3.5.3.2 Positive tangible net worth; and

1.3.5.3.3 Debt/tangible net worth rating of two point five (2.5) or better.

1.3.6 Subject to Section 1.3.7 following, in the event Image Access fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) days of Image Access's receipt of such request, service to Image Access may be terminated in accordance with the terms of Section 1.5 below and subtending sections of this Attachment, and any security deposits will be applied to Image Access's account(s). Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.3.7 The Parties will work together to determine the need for or amount of a reasonable deposit. If Image Access does not agree with the amount or need for a deposit requested by BellSouth, Image Access may file a petition with the Commissions for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that Image Access posts a payment bond for fifty percent (50%) of the requested deposit during the pendency of the proceeding. Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.3.8 At any such time as the provision of services to Image Access is terminated pursuant to Section 1.5 below, the amount of the deposit will be credited against Image Access's account(s) and any credit balance that may remain will be refunded immediately.

1.3.9 Subject to a standard of commercial reasonableness, if a material change in the circumstances of Image Access so warrants and/or gross monthly billing has increased more than twenty-five percent (25%) beyond the level most recently used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth herein this Section 1.3.

1.3.10 BellSouth shall refund, release or return any security, including all accrued interest, if any, within thirty (30) days of its determination that such security is no longer required by the terms of this Section 1.3 above or within thirty (30) days of Image Access establishing that it satisfies the standards set forth in Section 1.3.5 above. Image Access may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. Image Access shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in accordance with Section 7 of the General Terms and Conditions, unless such documents are otherwise publicly available.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Image Access. Image Access shall pay invoices by utilizing wire transfer services or automatic clearing house services. Image Access shall make payment to BellSouth for all services billed excluding disputed amounts. Payment for amounts disputed will be made in accordance with the provisions in section 2.3 below. BellSouth will not become involved in billing disputes that may arise between Image Access and Image Access's End User.

1.4.1 Payment Due. Payment for services provided by BellSouth is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Image Access's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

1.4.2 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 1.4.3, below, shall apply.

1.4.3 Late Payment. If any portion of the payment is not received by BellSouth on or before 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 and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed 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, or pursuant to the applicable state law. In addition to any applicable late payment and/or interest charges, Image Access may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO.	110087-TP	EXHIBIT	28
PARTY	AT&T Florida		
DESCRIPTION	William E. Greenlaw (WEG-5)		
DATE	5/3/12		

STATE OF ALABAMA

ALABAMA PUBLIC SERVICE COMMISSION
P.O. BOX 304260
MONTGOMERY, ALABAMA 36130-4260

LUCY BAXLEY, PRESIDENT
JAN COOK, ASSOCIATE COMMISSIONER
SUSAN D. PARKER, PhD, ASSOCIATE COMMISSIONER

WALTER L. THOMAS, JR.
SECRETARY

IN THE MATTER OF :

BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a AT&T ALABAMA or AT&T SOUTHEAST

v.

LIFECONNEX TELECOM, LLC, f/k/a SWIFTEL, LLC

IN RE: PETITION OF LIFECONNEX TELECOM, LLC, F/K/A SWIFTEL, LLC CONCERNING IMPLEMENTATION OF ITS INTERCONNECTION AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T ALABAMA OR AT&T SOUTHEAST AND MOTION FOR TEMPORARY, EMERGENCY RELIEF TO PREVENT SUSPENSION OF SERVICE

DOCKET 31450

ORDER GRANTING IN PART AND DENYING IN PART LIFECONNEX TELECOM, LLC'S PETITION AND MOTION FOR EMERGENCY RELIEF

BY THE COMMISSION:

I. BACKGROUND

On January 15, 2010, BellSouth Telecommunications, Inc., d/b/a AT&T Alabama or AT&T Southeast ("AT&T") filed a Complaint and Petition for Relief ("Complaint") against LifeConnex Telecom, LLC, f/k/a Swiftel, LLC ("LifeConnex") urging the Commission to resolve certain billing disputes between LifeConnex and AT&T; to determine the amount LifeConnex owes AT&T under the Parties' Interconnection Agreement ("ICA") and to require LifeConnex to pay that amount to AT&T. In summary, AT&T explained that LifeConnex had purchased telecommunications services from AT&T for resale to end-user consumers and had requested certain promotional bill credits from AT&T. AT&T alleged, however, that LifeConnex was not entitled to all of the promotional credits it had requested. AT&T also alleged that LifeConnex had failed to pay disputed amounts owed to AT&T and had instead deducted the amounts in dispute from its payments to AT&T.

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The AT&T Complaint against LifeConnex discussed immediately above was assigned to Docket 31317. Notably, AT&T filed complaints substantially mirroring the LifeConnex Complaint against six (6) other competitive local exchange carriers ("CLECS") in Alabama. The similar complaints against the other six CLECs (the "other CLEC Respondents") were consecutively assigned to Dockets 31318 - 31323.[1]

On January 25, 2010, AT&T filed a Motion for Consolidation of Dockets 31317, 31318, 31319, 31320, 31321, 31322, and 31323. In support of its Motion for Consolidation, AT&T asserted that the dockets identified should be consolidated for the limited purpose of expeditiously resolving two common issues present in each docket: (1) whether AT&T can apply the resale discount approved by this Commission to the cash back component of various promotional offers that AT&T Alabama makes available for resale; and (2) whether AT&T's customer referral marketing promotions (such as the "Word of Mouth" promotion) are subject to resale. AT&T maintained that the facts associated with the common issues identified did not vary significantly, if at all, from one docket to the next. AT&T further asserted that the legal issues associated with the matters in controversy were the same from docket to docket. AT&T thus concluded that the limited consolidation requested in its petition would provide numerous administrative and judicial efficiencies.

On February 25, 2010, LifeConnex filed its Answer and Counterclaims ("Answer") to AT&T's Complaint in Docket 31317. In its Answer, LifeConnex alleged that it was entitled under federal law to the same discounts and promotional credits that AT&T offers its own retail customers. LifeConnex argued, however, that AT&T incorrectly calculated those discounts and in some cases refused to apply them. LifeConnex asserted that the credits and discounts in dispute were usually sufficient to offset, in large part, the payments due to AT&T from LifeConnex. LifeConnex accordingly raised counterclaims which alleged that LifeConnex was

[1] *AT&T v. Tennessee Telephone Service, Inc., d/b/a Freedom Communications USA, LLC* was assigned to Docket 31318; *AT&T v. Affordable Phone Services, Inc., d/b/a High Tech Communications* was assigned to Docket 31319; *AT&T v. Image Access, Inc., d/b/a New Phone* was assigned to Docket 31320; *AT&T v. Budget Prepay, Inc., d/b/a Budget Phone*, was assigned to Docket 31321; *AT&T v. BLC Management, LLC, d/b/a Angles Communications Solutions* was assigned to Docket 31322; and *AT&T v. dPi Teleconnect, LLC* was assigned to Docket 31323.

entitled to additional discounts and asserted affirmative defenses to AT&T's Complaint. In particular, LifeConnex urged the Commission to either dismiss the Complaint of AT&T or hold the matter in abeyance pending the results of proceedings in federal court and/or a petition currently being considered by the Federal Communications Commission.[2]

AT&T filed its Response to LifeConnex' Answer on April 9, 2010. AT&T also submitted on April 9, 2010, a Motion to Dismiss or Sever Certain Counterclaims raised by LifeConnex and the other CLEC respondents. LifeConnex submitted a Response to AT&T's Motion to Dismiss or Sever its Counterclaims on or about April 30, 2010.

After a number of procedural motions addressing AT&T's January 25, 2010, Motion for Consolidation were submitted by AT&T, LifeConnex and the other CLEC Respondents (collectively the "Parties"), a Joint Motion on Procedural Issues was submitted by the Parties on June 1, 2010. Said Motion urged the Commission to hold all other pending motions in the proceedings in Dockets 31317 – 31323 in abeyance and to convene a consolidated proceeding in which AT&T, LifeConnex and the other CLEC respondents would resolve the issues of: (1) how cash back credits to resellers should be calculated; (2) whether "Word of Mouth" promotions are available for resale and, if so, how the credits to resellers should be calculated; and (3) how credits to resellers for waiver of line connection charges should be calculated. Pursuant to a procedural ruling issued by the Commission on June 4, 2010, the Parties' Joint Motion on Procedural Issues was granted ("Procedural Ruling Granting Joint Motion on Procedural Issues").

On June 21, 2010, AT&T filed a "Notice of Commencement of Treatment Pursuant to Current Interconnection Agreement" ("Notice of Commencement of Treatment"), wherein AT&T notified the Commission that it had sent LifeConnex a Notice of Suspension and Termination on or about June 18, 2010, informing LifeConnex that unless it paid AT&T all past due balances (the balances at issue in this Docket), "AT&T would suspend, discontinue, and/or terminate

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[2] *See* WC Docket No. 06-129, *In the matter of Petition of Image Access, Inc., d/b/a New Phone for Declaratory Ruling regarding Incumbent Local Exchange Carrier Promotions available for Resale under the Communications*

LifeConnex' service in Alabama." In the Notice to LifeConnex, AT&T stated that if payment was not made by July 6, 2010, AT&T would take further action pursuant to the Parties' ICA, including the suspension of LifeConnex' ability to order new services or make changes to existing lines. If all past due balances were not made by July 21, 2010, AT&T advised LifeConnex that it would take further action, including discontinuance of service to LifeConnex (and therefore to LifeConnex' end user customers) and/or termination of the ICA with LifeConnex. In the Notice of Commencement of Treatment, AT&T noted that suspension, discontinuance, and/or termination were actions authorized by the Parties' ICA, and that specific language in Section 1.4 of Attachment 7 to the ICA stated that "LifeConnex shall make payment to AT&T for all services billed including disputed amounts." AT&T subsequently informed the Commission informally that it had extended the July 6, 2010, suspension date until July 13, 2010, or beyond.

On June 29, 2010, LifeConnex filed the Petition Concerning Implementation of Its Interconnection Agreement with AT&T and Motion for Temporary, Emergency Relief to Prevent Suspension of Service ("Emergency Request") which is the subject of this Docket. Said Emergency Request urged the Commission to issue an order instructing AT&T to take no actions to suspend or otherwise interfere with LifeConnex' service to its customers" pending a final determination by the Commission in the consolidated phase of Dockets 31317 - 31323. LifeConnex alleged in the Emergency Request that it was providing telecommunications service through resale of AT&T's facilities to almost 22,000 Alabama customers, nearly all of whom are low income residential customers. LifeConnex asserted that it was entitled to receive from AT&T the same credits and promotional discounts that AT&T gave to its own retail customers and that LifeConnex had hired a private firm, Lost Key Telecom, Inc., to keep track of its credits.

Act of 1934, as amended, and §§ 51.601, et seq. of the Commission's Rules.

LifeConnex further urged the Commission in its June 29, 2010, Emergency Request to hold the issues raised by AT&T's June 18, 2010, Notice of Suspension and Termination in abeyance pending a generic determination on the underlying issues common to Dockets 31317 – 31323. LifeConnex pointed out that it disputed similar claims raised by AT&T in the Complaint which led to the establishment of Docket 31317 and had, in fact, agreed with AT&T in the Joint Motion on Procedural Issues to suspend consideration of such matters. Indeed, LifeConnex emphasized that the Commission's June 4, 2010, Procedural Ruling Granting Joint Motion on Procedural Issues held in abeyance continued proceedings in the consolidated phase of Dockets 31317 - 31323 pending the resolution of underlying issues common to the cited Dockets. LifeConnex thus maintained that AT&T's Notice of Commencement of Treatment was contrary to the letter and spirit of the Parties' agreement and the Commission's June 4, 2010, Procedural Ruling Granting Joint Motion on Procedural Issues. LifeConnex further intimated that AT&T's failure to strictly enforce Section 1.4 of Attachment 7 of the Parties' ICA over an extended period constituted a waiver of those provisions requiring payment of all charges due.

On June 30, 2010, AT&T filed its Response in Opposition to LifeConnex' Request for Emergency Relief ("Response in Opposition"). AT&T therein stated that the ICA entered between AT&T and LifeConnex was approved pursuant to Commission Order entered on November 6, 2007, in Docket U-4854. In accordance with the unambiguous terms of Attachment 7, Sections 1.4 and 1.41, of that ICA, AT&T asserted that LifeConnex was obligated to pay all amounts billed to it by AT&T, including disputed charges. AT&T further maintained that the Joint Motion on Procedural Issues in Docket Numbers 31317 - 31323 did not relieve LifeConnex of its contractual obligation to pay all such amounts, including disputed charges. To the contrary, AT&T argued that the ICA constituted a binding contract between the Parties which the Commission was obligated to enforce under state and federal law. AT&T further argued that despite the claims of LifeConnex to the contrary, AT&T had not waived its right to demand payments of all amounts, including amounts LifeConnex disputes, by not insisting on

full payment in the past. AT&T lastly argued that LifeConnex had not demonstrated that it was entitled to the relief requested in its Emergency Request as a matter of law.

On July 7, 2010, LifeConnex submitted its Reply to AT&T's Response in Opposition. LifeConnex asserted therein that until the Commission determines the pending issues concerning the calculation and application of resale credits in consolidated Dockets 31317 – 31323 as contemplated in the Commission's June 4, 2010, Procedural Ruling Granting Joint Motion on Procedural Issues, the dollar amounts owed AT&T, the credits due to LifeConnex and the past due amounts, if any, owed by LifeConnex to AT&T can not be determined in any reasonable way. LifeConnex further argued that AT&T's Response in Opposition failed to acknowledge the tacit agreement of AT&T to accept "net" payments from LifeConnex which deducted the credits in dispute in this matter and Docket 31317 since October 2007. LifeConnex thus concluded that AT&T should not be allowed to pursue the actions threatened in the June 18, 2010, Notice of Suspension and Termination until the Commission's resolution of the matters clearly delineated for consideration in the June 4, 2010, Procedural Ruling Granting Joint Motion on Procedural Issues in Consolidated Dockets 31317 - 31323.

II. DISCUSSION AND CONCLUSIONS

After reviewing the pleadings discussed above, all associated documentation, including the summary of the billings and payments submitted to LifeConnex by AT&T and the controlling provisions of the Parties' ICA, the Commission staff determined that LifeConnex has not specifically disputed AT&T's claim that AT&T submitted to LifeConnex bills in excess of $12 million that remained unpaid as of the date of the Notice of Suspension and Termination that was submitted by AT&T to LifeConnex on or about June 18, 2010. In particular, staff determined that LifeConnex has not submitted specific documentation rebutting AT&T's claim that LifeConnex owes AT&T over $5 million in charges above and beyond the $6 million or more in unsubstantiated credits which LifeConnex claims it is entitled to as of the date reflected in the June 18, 2010, Notice of Suspension and Termination. The staff surmised that, given the plain language of Attachment 7, Sections 1.4 and 1.41 of the Parties' ICA, LifeConnex is

required to timely pay all charges on invoices submitted by AT&T, including the charges that are disputed. LifeConnex has the latitude to dispute amounts billed by AT&T under the Parties' ICA, but LifeConnex must pay all amounts billed, including disputed amounts, within the time specified by the ICA subject to resolution through the ICA's dispute resolution provisions or a determination by the Commission. The staff accordingly concluded that the plain language of the ICA supports AT&T's right to take the type of action outlined in the Notice of Suspension and Termination served on LifeConnex on or about June 18, 2010.

The Commission staff also gave consideration to LifeConnex' argument that AT&T's apparent prior practice of allowing LifeConnex to deduct disputed amounts from its payments to AT&T constitutes a tacit agreement to accept "net" payments outside of the Parties' ICA. The staff concluded, however, that LifeConnex' arguments in that regard are fatally undermined by the provisions of Section 17 of the general terms of the Parties' ICA and conditions which state:

17. Non-Waivers

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

The staff found that the language above is unambiguous and clearly allows AT&T the right to withhold enforcement of provisions in the ICA on a discretionary basis without then being required to completely waive enforcement of those provisions in the future.

The staff also considered and rejected LifeConnex' argument that a substantial portion of the money demanded by AT&T does not properly fall into the category of "disputed" billing amounts as that term is used in the Parties' ICA, but instead consists of promotional credits which AT&T has improperly refused to apply to LifeConnex' account. Similarly, the staff considered and rejected LifeConnex' argument that AT&T should be precluded from suspending/terminating service to LifeConnex due to the Commission's June 4, 2010, Procedural Ruling Granting Joint Motion on Procedural Issues in Dockets 31317 - 31323, which

held the proceedings in the noted Dockets in abeyance pending resolution of the common issues in those dockets concerning the calculation and/or application of resale credits. LifeConnex' argument was that given the June 4, 2010, Procedural Ruling Granting Joint Motion on Procedural Issues, AT&T should not now be allowed to suspend or terminate service to LifeConnex when the issues concerning the proper calculation of the credits claimed by LifeConnex and the other CLEC Respondents in consolidated Dockets 31317 – 31323 are set to be decided expeditiously per the agreement of all affected Parties including AT&T.

The staff noted that the Joint Motion on Procedural Issues which led to the Commission's June 4, 2010, Procedural Ruling granting said Joint Motion included the following language:

> 5. Nothing in this Joint Motion is intended, or shall be construed, as a waiver of any Party's pending motions, claims, counterclaims or defenses or any Party's right to amend and supplement its claims, counterclaims, or other pleadings, or to pursue any issue, claim, or counterclaim that is not addressed in the Consolidated Phase in each Party's respective docket, either concurrent with, or following, the Consolidated Phase, or to seek other relief as a change in circumstances may warrant.

The staff thus concluded that AT&T was free to pursue any pending "issue, claim or counterclaim" despite the ultimate entry of the June 4, 2010, Procedural Ruling Granting Joint Motion on Procedural Issues. As a signatory to the June 1, 2010, Joint Motion on Procedural Issues which led to the June 4, 2010, Ruling, the staff determined that LifeConnex cannot now argue that its agreed upon language in that document should somehow not be applied but instead be either ignored or interpreted as a bar to further actions by AT&T.

Having considered all of the foregoing, we hereby adopt and ratify all of the findings and determinations reached by the staff. While we understand that the consolidated consideration of Dockets 31317 – 31323 contemplated by our June 4, 2010, Procedural Ruling Granting Joint Motion on Procedural Issues will likely resolve the issues in controversy in the instant proceeding in a manner that will be less disruptive to the end users of LifeConnex, we also understand that AT&T has the right per the Parties' ICA and the express terms of the Joint

DOCKET 31450- #9

Motion on Procedural Issues to address the amounts it claims to be owed by LifeConnex in the manner that best protects its business interests. Given the substantial nature of the billing disputes involved at present, we accordingly conclude that:

1. LifeConnex shall within five (5) business days of the effective date of this Order, pay to AT&T the undisputed outstanding billing amount of the $12,917,771 in total billings for which AT&T submitted documentation at the time of the June 18, 2010, Notice of Suspension and Termination served on LifeConnex. Said payment shall be in cash or certified funds.

2. LifeConnex shall post within five (5) business days of the effective date of this Order, a bond for the full amount of the outstanding disputed amount of the $12,917,771 in total billings for which AT&T submitted documentation at the time of the June 18, 2010, Notice of Suspension and Termination served on LifeConnex. Any bond posted will remain in place during the pendency of the proceedings in consolidated Dockets 31317 – 31323 and the rendering of a final determination regarding AT&T's complaint against LifeConnex in Docket 31317. Said bond shall contain language stating that it will remain in place as directed herein and shall be released or terminate only upon the entry of subsequent order of the Commission.

3. LifeConnex must fully comply with the terms of its Interconnection Agreement with AT&T from the effective date of this Order going forward, including the provisions of said agreement which require the payment of all disputed charges. In particular, LifeConnex shall, from the effective date of this Order, pay all amounts reflected in bills from AT&T within the time prescribed, including disputed amounts, as required by the Parties' Interconnection Agreement.

4. In the event that LifeConnex fails to comply with any or all of the provisions set forth above, LifeConnex must begin to notify its customers within 48 hours of said failure that AT&T will be initiating suspension, discontinuance and/or termination of LifeConnex' service and that said customers have 14 calendar days to find another service provider after which time their service may be disconnected. LifeConnex shall, however, authorize AT&T, in writing, to notify the affected LifeConnex customers of impending disconnection in the event that LifeConnex fails to comply with all the terms and conditions set forth immediately above and determines that it cannot issue the notices required herein. LifeConnex shall provide a draft of the required customer notification to the Commission's Telecommunications Division Staff for verbal approval prior to dispatching same. LifeConnex shall also keep the Commission's Telecommunications Division Staff fully advised of the status of its operations until resolution of the issues discussed herein.

5. LifeConnex shall not solicit additional customers upon defaulting on any of the terms and conditions set forth herein and shall provide customers who have prepaid for their service with the full benefit of the service purchased to the fullest extent possible.

DOCKET 31450- #10

IT IS SO ORDERED BY THE COMMISSION.

IT IS FURTHER ORDERED BY THE COMMISSION, That jurisdiction in this cause is hereby retained for the issuance of any further order or orders as may appear to be just and reasonable in the premises.

IT IS FURTHER ORDERED, That this Order shall be effective as of the date hereof.

DONE at Montgomery, Alabama, this 20th day of August, 2010.

ALABAMA PUBLIC SERVICE COMMISSION

Lucy Baxley, President

Jan Cook, Commissioner

Susan D. Parker, Commissioner

ATTEST: A True Copy

Walter L. Thomas, Jr., Secretary

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 29
PARTY AT&T Florida
DESCRIPTION William E. Greenlaw (WEG-6)
DATE 5/3/12

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T SOUTHEAST D/B/A AT&T KENTUCKY	)	
COMPLAINANT	)	
V.	)	CASE NO. 2010-00026
LIFECONNEX TELECOM, LLC F/K/A SWIFTEL, LLC	)	
DEFENDANT	)	

O R D E R

On June 26, 2010, BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T Kentucky ("AT&T Kentucky") filed a document titled "Notice of Commencement of Treatment Pursuant to Current Interconnection Agreement" notifying the Commission that AT&T Kentucky was on the verge of suspending, discontinuing, and/or terminating the service it provides LifeConnex Telecom, LLC f/k/a Swiftel, LLC ("LifeConnex") for lack of payment.

LifeConnex is a competitive local exchange carrier ("CLEC") that resells services purchased from AT&T Kentucky to its own customers. AT&T Kentucky charges LifeConnex for the purchased service and LifeConnex, under applicable circumstances, is eligible to receive credit for promotions and other discounts that AT&T Kentucky provides to its own customers. LifeConnex then subtracts these credits from the total it

remits to AT&T Kentucky for service purchased. On January 22, 2010, AT&T Kentucky filed this complaint against LifeConnex alleging that LifeConnex was incorrectly claiming promotional credits while making remittance to AT&T Kentucky for the purchase of services. AT&T Kentucky requested that the Commission find that LifeConnex incorrectly withheld payment from AT&T Kentucky and order that payment of the past-due amounts be made to AT&T Kentucky.[1]

AT&T Kentucky alleges that, although the billing dispute is the reason for its complaint against LifeConnex, LifeConnex is obligated under the parties' interconnection agreement to continue to pay both disputed and undisputed charges. The pertinent tariff language states, "[LifeConnex] shall make payments to AT&T for all services . . . payment for services provided by AT&T, including disputed charges, is due on or before the next bill date."[2] Attachment 7 of the parties' interconnection agreement states, in part, that "[p]ayment of all charges will be the responsibility of Swiftel, LLC [LifeConnex]. . . . Swiftel, LLC [LifeConnex] shall make payment to AT&T for all services billed including disputed amounts."[3]

AT&T Kentucky alleges that LifeConnex has paid less than four percent of the net amount billed to LifeConnex since December 2009.[4] AT&T Kentucky asserts that it is within its rights to invoke Section 1.5 of the parties' interconnection agreement that

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[1] AT&T Kentucky Complaint at 9.

[2] Interconnection Agreement, Section 1.4.

[3] Interconnection Agreement, Attachment 7, Section 1.4, at 6.

[4] AT&T Kentucky's Notice of Commencement of Treatment at 2.

allows AT&T Kentucky to suspend, disconnect, and/or discontinue service to LifeConnex for the unpaid bills.[5]

In response, LifeConnex asserts that, as the billing dispute is ongoing, AT&T Kentucky should not be allowed to collect disputed amounts.[6] LifeConnex also argues that, because AT&T Kentucky had heretofore not required LifeConnex to pay disputed charges, AT&T Kentucky should not be allowed to change its practices now and demand payment.[7] LifeConnex argues that Section 8 of the parties' interconnection agreement allows the parties to seek Commission review of any dispute arising out of the interconnection agreement. Section 8 states:

> 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, if it elects to pursue resolution of the dispute, 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.

On May 20, 2010, the parties moved jointly for the issuance of a procedural schedule and to hold in abeyance all pending motions in this proceeding. In the May 20, 2010 motion, the parties jointly stated that nothing in the motion "is intended, or shall be construed, as a waiver of any Party's . . . right to . . . pursue any issue, claim, or counterclaim that is not addressed in the Consolidated Phase in each Party's respective docket, either concurrent with or following the Consolidated Phase, or to seek such

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[5] Id. at 3.

[6] Petition of LifeConnex Telecom, Inc. (f/k/a Swiftel) Concerning Implementation of Its Interconnection Agreement with AT&T and Emergency Motion to Prevent Suspension of Service at 7, filed July 1, 2010.

[7] Id. at 7.

other relief as a change in circumstances may warrant."[8] On June 17, 2010, the parties submitted another joint motion for the issuance of a procedural schedule[9] and asked for permission to file a status report on the progress of negotiations and discovery no later than November 1, 2010. By Order dated July 14, 2010, the Commission placed this proceeding in abeyance and ordered the submission of a status report by November 1, 2010.

However, on July 26, 2010, AT&T Kentucky provided written notice to the Commission of its intent to disconnect LifeConnex for nonpayment of bills. AT&T Kentucky requested authorization to invoke the Emergency Service Continuity Tariff approved by this Commission on May 20, 2003 in Case No. 2002-00310.[10] Invoking this tariff is necessary only if LifeConnex has not notified its end-users of the service disconnection. If the Emergency Service Continuity Tariff is invoked, AT&T Kentucky will continue to provide telephone service to LifeConnex's customers for a minimum of 14 days after LifeConnex ceases to operate. In that notice, AT&T Kentucky states that disconnection of LifeConnex will affect less than 2,200 Kentucky customers. The primary obligation to notify end-users of the proposed disconnection of service rests

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[8] The phrase "Consolidated Phase" refers to the parties' request to consolidate the LifeConnex case with three other Commission proceedings filed simultaneously against other competitive carriers centering on the same issues. The parties also note that there are identical proceedings involving all four carriers and AT&T before the commissions in eight other southern states. Joint Motion at 2, as filed on May 20, 2010.

[9] The parties propose to submit a joint schedule that would be identical to a joint schedule submitted for approval before the commissions in the eight other southern states referenced in fn. 8.

[10] Case No. 2002-00310, Customer Billing and Notice Requirements for Wireline Telecommunications Carriers Providing Service in Kentucky (Ky. PSC May 20, 2003).

with LifeConnex until such time as the Commission allows AT&T Kentucky to invoke its Emergency Service Continuity Tariff. Under this tariff, AT&T Kentucky would be required to notify the affected end-users and inform them that they may continue to receive telecommunications services through the Emergency Service Continuity Plan for a minimum of 14 days and that the end-user must make provisions to transition to a new service provider.

Prior to filing the notice of intent to disconnect, AT&T Kentucky filed with the Commission, on June 22, 2010, a schedule of the billed amounts, payments made, and the current balance of the amount due to AT&T Kentucky under confidential protection.[11] The Commission has reviewed the schedule and finds that a significant amount is owed by LifeConnex. The Commission finds that, although the parties agreed to place this proceeding in abeyance while discovery and settlement efforts move forward, AT&T Kentucky has invoked its right to disconnect services to LifeConnex and LifeConnex is a willing party to an existing interconnection agreement containing provisions requiring payment of disputed charges pursuant to Section 1.5 and Attachment 7 of that agreement. Based on the information provided, LifeConnex has failed to render payment for unpaid charges which, at best, can be categorized as substantial. Despite the rounds of joint motions submitted by the parties and their stated intentions of pursuing negotiations for partial settlement of the claims in this

[11] The petition was filed on June 22, 2010. The Commission granted protection to this information by letter dated August 10, 2010. For this reason, the exact amount owed by LifeConnex will not be outlined in this Order. However, at paragraph 17 in its petition concerning implementation of its interconnection agreement, as filed on July 1, 2010, LifeConnex notes that AT&T Kentucky alleges it owes in excess of $1.8 million for all services billed.

proceeding, the underlying issue of nonpayment by LifeConnex is ongoing. The Commission also notes that LifeConnex was a willing signatory to the portion of the May 20, 2010 joint motion which allowed either party to pursue any claim or issue not addressed as part of that motion. The Commission finds that the abeyance, as granted by Order on July 14, 2010, does not serve as any type of bar to AT&T Kentucky's Notice of Commencement of Treatment or the Notice of Intent to Disconnect. Therefore, although the underlying question of whether LifeConnex is entitled to receive certain credits when it resells services that are the subject of certain promotional offers has not been resolved, that fact cannot be used to supersede LifeConnex's existing payment obligations for services rendered, as outlined in the current interconnection agreement. The Commission finds that AT&T Kentucky is entitled to move forward with disconnection of services.

The Commission, having reviewed the pleadings and having been otherwise sufficiently advised, HEREBY ORDERS that:

1. LifeConnex shall notify the Commission, within seven calendar days of the date of this Order, of its intent to pay the delinquent bill to AT&T Kentucky within 10 days of the date of this Order or, in the alternative, of its intent to notify its end-users of the proposed service disconnection. Such written comments shall include a copy of LifeConnex's customer notice and an affidavit indicating when the notice was mailed and the number of Kentucky customers to whom it was mailed.

2. A copy of AT&T Kentucky's Notice of Intent to Disconnect LifeConnex is attached hereto in the Appendix and incorporated herein.

3. If LifeConnex has not responded as prescribed in ordering paragraph 1 within seven calendar days of the date of this Order, AT&T Kentucky shall implement the procedures established in its Emergency Service Continuity Tariff.

4. The Executive Director shall send a copy of this Order by certified mail to LifeConnex.

By the Commission

ENTERED
AUG 20 2010
KENTUCKY PUBLIC
SERVICE COMMISSION

ATTEST:

Executive Director

APPENDIX

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 2010-00026 DATED AUG 20 2010

at&t

Tony Taylor
Executive Director

AT&T
601 W. Chestnut Street
4th Floor
Louisville, KY 40203

T: 502-582-2164
F: 502-582-8667
Tony.Taylor@att.com

RECEIVED
JUL 26 2010
PUBLIC SERVICE
COMMISSION

July 23, 2010

Mr. Jeff Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602-0615

2010-00026

Dear Mr. Derouen:

Pursuant to the Kentucky PSC's May 20, 2003 order in KY PSC Case No. 2002-0310, AT&T Kentucky is providing notice to the Kentucky Public Service Commission (PSC) of AT&T Kentucky's intent to disconnect LifeConnex Telecom, Inc. (f/k/a Swiftel, LLC) ("LifeConnex") for non-payment.

AT&T Kentucky's records indicate that LifeConnex is delinquent in payment of its bills to AT&T Kentucky. Attempts to collect past due amounts from LifeConnex have been unsuccessful. AT&T made numerous written notifications to LifeConnex informing them of AT&T's intent to suspend or terminate services consistent with the terms and conditions of the Interconnection Agreement between LifeConnex and AT&T Kentucky. As of today, AT&T Kentucky has received no payment from LifeConnex and we seek to begin discontinuance of services immediately. Disconnection of LifeConnex service will affect less than 2,200 Kentucky customers.

Under terms of their agreement, LifeConnex is solely responsible for notifying its end users of the proposed service disconnection. AT&T Kentucky is copying LifeConnex to remind them of their obligations to notify their end users of this situation regarding pending disconnection of services.

Should the Commission determine the need to invoke AT&T Kentucky's Emergency Service Continuity Tariff, AT&T Kentucky will take steps to notify the affected end users and inform them that they may continue to receive telecommunications services through The Emergency Services Continuity Plan for a minimum of fourteen (14) days and that the end user must transition to a new service provider.

If there are any questions or the need for additional information concerning this filing, please call me at 502-582-2164.

Very truly yours,

Tony Taylor

cc: Edward Heard
LifeConnex Telecom, Inc.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 30
PARTY AT&T Florida
DESCRIPTION William E. Greenlaw (WEG-7)
DATE 5/3/12

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. P-55, SUB 1817
DOCKET NO. P-55, SUB 1818
DOCKET NO. P-55, SUB 1819

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

DOCKET NO. P-55, SUB 1817

In the Matter of
Disconnection of LifeConnex Telecom, Inc. f/k/a Swiftel, LLC by BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T North Carolina

DOCKET NO. P-55, SUB 1818

In the Matter of
Disconnection of EveryCall Communications, Inc. by BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T North Carolina

DOCKET NO. P-55, SUB 1819

In the Matter of
Notice of Suspension and Disconnection of Tennessee Telephone Service, Inc. LLC d/b/a Freedom Communications USA, LLC by BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T North Carolina

ORDER RULING ON DOCKETS

BY THE COMMISSION: These dockets concern efforts by BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T North Carolina (AT&T) to collect monies owed from three competing local providers (CLPs) in the business of providing phone service mainly to credit-challenged customers. These CLPs are LifeConnex Telecom, Inc. f/k/a Swiftel, LLC (LifeConnex), EveryCall Communications, Inc. (EveryCall), and Tennessee Telephone Service, Inc. d/b/a Freedom Communications USA, LLC (Freedom). Each of these dockets concerns nonpayment by these CLPs and was initiated by AT&T to collect from them by threatening disconnection under the relevant interconnection agreement (ICA). As can be seen below, EveryCall and Freedom are currently in bankruptcy, leaving only LifeConnex to

be considered by the Commission on the question of the suspension and/or termination of service.

On June 23, 2010, AT&T filed Notices of Disconnect with respect to LifeConnex[1] and EveryCall respectively. On July 6, 2010, both LifeConnex and EveryCall filed Petitions for Temporary Emergency Relief to prevent Suspension and Termination of Service. On July 8, 2010, an Order Seeking Comments from AT&T and the Public Staff was issued regarding the Petitions of LifeConnex and EveryCall. On July 12, 2010, an Order was issued requiring AT&T not to suspend service to LifeConnex or to EveryCall "pending further Order issued after and in response to the filings made by AT&T and the Public Staff."

On July 16, 2010, LifeConnex also filed a Petition to Intervene and Motion for Temporary Emergency Relief to Prevent Suspension of Service in the Consolidated Proceeding.[2] LifeConnex argued that the cases involved in the Consolidated Proceeding were similar not only to each other but to cases involving the same parties pending before the regulatory commissions of eight other states in the former BellSouth region. LifeConnex said it is a Respondent in four of those pending proceedings, and, in each of those four states, LifeConnex has agreed to the same joint motions that were filed in North Carolina. [3]

Also on July 16, 2020, Freedom filed (1) a Motion for Emergency Relief to Prevent Suspension and Service in the Sub 1819 docket; and (2) a Petition to Intervene in the Consolidated Proceeding. With respect to the Consolidated Proceeding cases, Freedom argued their similarity not only to each other but to cases involving the same parties pending before the regulatory commission in each of the other eight states of the former BellSouth region. Freedom said that it is a Respondent in six of those pending proceedings and, in each of those six states, Freedom has agreed to the same joint motions that were filed by the parties in North Carolina and agrees to be bound by all joint motions and Commission orders previously issued in the Consolidated Proceeding.

On July 20, 2010, the Commission issued an Order Authorizing Further Reply Comments by AT&T and Public Staff to respond to the July 16, 2010 filings by LifeConnex and Freedom. On July 26, 2010, the Commission issued an Order

[1] The amount that AT&T claimed in its June 23, 2010, filing that LifeConnex owed was $1,366,386.

[2] BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T North Carolina v. dPi Teleconnect, LLC, Image Access, Inc. d/b/a NewPhone, Affordable Phone Services, Inc. and BLC Management LLC d/b/a Angles Communications Solutions. The respective docket references are Docket Nos. P-836, Sub 5, P-908, Sub 2, P-1272, Sub 1, and P-1415, Sub 2. The purpose of the Consolidated Proceeding is to attempt to settle certain questions related to the resale of promotional discounts.

[3] On August 3, 2010, an Order Allowing Intervention by LifeConnex was issued allowing LifeConnex to participate as a party in the Consolidated Proceeding. LifeConnex was also granted its request to have its Motion for Temporary Emergency Relief restyled as a Motion for Relief in the Consolidated Proceeding subject, however, to the right of the Commission to decide on the subject matter of such motion "separate and apart from the Consolidated Proceeding."

Authorizing Further Comments by AT&T regarding the responses and recommendations filed by the Public Staff.

LifeConnex's Petition

LifeConnex stated that it is a competing local provider in North Carolina providing service to approximately 4,500 subscribers, the majority of whom are low income residential customers. It is an affiliate of Angles, a respondent in the Consolidated Proceeding. Angles and LifeConnex are wholly owned subsidiaries of the same parent. AT&T's June 23, 2010, Notice of Disconnect was to give notice to the Commission of AT&T's intent to disconnect wholesale services and to request an order authorizing AT&T to initiate notices to LifeConnex's customers pursuant to Commission Rule R21-4(j). AT&T proposed to suspend wholesale services to LifeConnex because of LifeConnex's failure to pay disputed, billed charges.[4] LifeConnex, on the other hand, believes that, while the Consolidated Proceeding is pending, AT&T should not be permitted to suspend service to LifeConnex or otherwise interfere with LifeConnex's service to its customers, because, according to LifeConnex, the core issues in dispute between the parties in the instant case are the same as those in the Consolidated Proceeding. LifeConnex argues that it is relevant that LifeConnex has been deducting from its bill claims for promotional credits and disputed charges without any objection from AT&T since October 2007.[5]

LifeConnex further noted that in AT&T's June 21, 2010, Notice of Commencement of Treatment Pursuant to Current Interconnection Agreement, AT&T acknowledged that it had denied a number of LifeConnex's requests for bill credits for various promotional offerings and that LifeConnex had disputed certain of those denials. Nevertheless, AT&T wants LifeConnex to pay AT&T $1,366,386 for resold services in North Carolina, citing Section 1.4 of the ICA stating that LifeConnex will make payments to AT&T for all services billed, including disputed amounts. However, LifeConnex does not believe that this is a good faith calculation and argues that requiring payment at this time is inappropriate in light of the pending Consolidated Proceeding. Moreover, notwithstanding Section 1.4,[6] AT&T has not heretofore required LifeConnex to pay

[4] "Suspend" is defined in the interconnection agreement (ICA) between AT&T and LifeConnex as "the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted." ICA 1.5.1.1

[5] LifeConnex argued that, under federal law, it is entitled to receive from AT&T the same "cash back" credits and promotional discounts that AT&T gives to its own retail customers. It asserted that those credits and discounts might largely offset LifeConnex's monthly bills from AT&T. To keep track of these credits, LifeConnex said it has hired a billing firm (Lost Key Telecom, Inc.) for the purpose of working with AT&T's billing and collection department to insure that all monthly claims for promotional credits are correctly and promptly applied.

[6] Section 1.4 of Attachment 7, Billing of the LifeConnex ICA reads in part: "LifeConnex shall make payment to BellSouth for all services billed including disputed amounts." Section 1.4.1 of

disputed amounts. AT&T's demand for payment does not reflect AT&T's financial risk, is consistent with AT&T's practices heretofore, and jeopardizes service to 4500 customers.

EveryCall Petition

EveryCall likewise is a reseller of AT&T services for which it states it is entitled under federal law to receive from AT&T the same credits and promotional discounts that AT&T gives to its retail customers. It maintains that it has timely paid to AT&T all sums due *after* the subtraction of promotional discounts. It has employed CGM, LLC, a telecommunications consulting firm, to help figure out the sums that are owed by AT&T. EveryCall states that it did not receive notice from AT&T regarding suspension or disconnection of service. It thus disputes AT&T's Notice on the grounds of insufficiency and/or lack of notice and due process.

EveryCall stated that, although it has been a CLP for over two years, it has received only one past due notice (in addition to the most recent one) and one request for financial information to assess EveryCall's credit worthiness. EveryCall said it answered promptly, and heard nothing further from AT&T. By contrast, EveryCall has, from time to time, raised concerns with AT&T about the growing unresolved promotional credits and disputes, but AT&T has ignored EveryCall's attempts at timely resolution.

Now that AT&T has demanded a lump sum payment of all monies AT&T claims are due, EveryCall contends that those amounts do not reflect a good faith calculation of the sums due. Moreover, EveryCall stated that it has requested that it be allowed to opt-in to the "Image Access" ICA, which would specifically allow EveryCall to withhold payment for disputed amounts until those disputes are ultimately resolved. AT&T has refused, claiming that EveryCall could not opt-in to the agreement until 270 days from the expiration of its current ICA. If AT&T had allowed the opt-in, AT&T would have no grounds for disconnection. EveryCall should be considered to have opted in to the Image Access ICA as of October 2009.

Like LifeConnex, EveryCall believed that AT&T should not be allowed to suspend service during the pendency of the Consolidated Proceeding. Suspension or termination of EveryCall's service could lead to its being forced out of business.

On July 13, 2010, the Commission received Notice that EveryCall had filed for Chapter 11 Bankruptcy in Case No. 10-11504, U.S.B.C., M.D.La. and received an automatic stay prohibiting AT&T from unilaterally suspending, discontinuing or terminating its ICA with EveryCall.

Attachment 7 reads: "Payment due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date." There are identical provisions in EveryCall's ICA.

Freedom's Petition

With respect to the emergency relief sought by Freedom to prevent suspension of service, Freedom noted that it had been notified by AT&T that its service would be suspended on July 13, 2010, and that, unless Freedom paid to AT&T $161,946.00 in "disputed amounts" before that date, AT&T would terminate service to Freedom. Freedom urged that, at this time, AT&T is holding $234,039.01 in claims for promotional credits filed by Freedom, consisting primarily of credits owed to Freedom for reselling AT&T's "$50 cash back" promotion. The essential disagreement, according to Freedom, is whether AT&T must pay $50 or $40 on each sale. Freedom characterized these open claims for promotional credits as not including amounts which AT&T labels as "billing disputes" as that term is used in the parties' ICA, although Freedom admits that the parties' ICA requires Freedom to pay its bills including disputed amounts. Until AT&T issued its threat of suspension on June 21, 2010, AT&T has consistently followed the practice of allowing Freedom to deduct from its bills the total amount of pending claims for promotional credits. Freedom also sought intervention in the Consolidated Proceeding.

On July 27, 2010, Freedom filed a Notice of Withdrawal of Motion for Emergency Relief to Prevent Disruption of Service and [of] Petition to Intervene, stating that Freedom and AT&T have reached a settlement agreement that is reflected in the Memorandum of Understanding attached to its filing.

In the Memorandum of Understanding (MOU) entered into on July 22, 2010, the chief provisions include the following: Freedom must increase its regional security deposit to $600,000 by July 26, 2010, and to make additional increases to that deposit of $225,000 on the 15th day of each of the next four months beginning August 15, 2010, until the total deposit would be $1.5 million. That deposit is intended to constitute approximately 50% of the past due amounts claimed by AT&T. Freedom also agreed to pay the billed amount of new charges on its bills in full by the bill due date—with no offsets of any kind—in all nine states for bills rendered on or after July 1, 2010. AT&T will not suspend or terminate anywhere in the nine-state region as long as all requirements imposed by the Memorandum are timely met and Freedom complies with its other obligations under the ICA.

On July 30, 2010, however, AT&T filed a Notice of Suspension of Service regarding Freedom. On July 28, 2010, AT&T sent a letter notifying Freedom that it was in breach of the MOU. Specifically, the $600,000 "Increase Certificate" that Freedom submitted did not comply with Paragraph 5 of the MOU, which provides that the increased security Freedom agreed to provide must provide security for past-due balances. Instead, the "Increase Certificate" Freedom submitted states that "the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the total sum of $200,000, which is the amount of the original surety. AT&T pointed out also that the MOU provides that Freedom has waived the protection of any commission order it may have received with regard to the suspension or termination of service.

Furthermore, in its August 6, 2010, Comments on Public Staff's Recommendation Related to LifeConnex, AT&T also noted that Freedom had "agreed to provide security for its past-due amounts, but it failed to honor that agreement and recently filed for bankruptcy." Exhibit B of AT&T's filing showed that Freedom had filed for Chapter 11 bankruptcy on August 4, 2010.

Public Staff Comments

On July 20, 2010, the Public Staff filed Comments addressing the LifeConnex, EveryCall, and Freedom Petitions. As an initial matter, the Public Staff noted that both AT&T and the Joint Respondents in what became the Consolidated Proceeding sought consolidation of those dockets because of the commonality of issues regarding (1) how cashback credits to resellers should be calculated, (2) whether the word-of-mouth promotion is available for resale, and, if so, how the credits to resellers should be calculated, and (3) how credits to resellers for waiver of the line connection charge should be calculated. The joint proposal also provided that the matter be bifurcated into two phases: first, a consolidated proceeding to determine the promotion issues and, then, separate proceedings to determine consider the claims and counterclaims between AT&T and each individual respondent. Pursuant to recommendation from the parties, hearings on the promotion issues will be held in four of the nine states, including North Carolina, beginning in late October 2010. Both LifeConnex and Freedom have filed motions to intervene in the Consolidated Proceeding, stating that AT&T's complaints against them implicate the same promotion-related issues as the Consolidated Proceeding. Moreover, LifeConnex is involved in and is a party to complaint proceedings brought by AT&T in the four other states in the former BellSouth region in which it operates, and Freedom is a party to complaint proceedings brought by AT&T involving promotion-related issues in six other states in the former BellSouth region in which it operates.

The Public Staff observed that Section 1.4 of Attachment 7 to the ICAs of LifeConnex, EveryCall, and Freedom contain identical language requiring the payment of all amounts due under the respective ICAs, including disputed amounts. However, the AT&T Notices to these three parties indicate that the balances have been accruing over 25 months.

According to the Public Staff as of the time of its comments, one other state commission had considered the relief sought by LifeConnex in its Emergency Petition. In Florida, AT&T brought a complaint against LifeConnex on January 8, 2010, involving the same promotion issues.[7] The Florida Public Service Commission (FPSC) is holding that proceeding in abeyance pending the disposition of the promotion issues in four states, including North Carolina, beginning in late October. However, on June 21, 2010, AT&T notified LifeConnex that it would suspend LifeConnex's ability to order new

[7] See *In re Complaint and Petition for Relief Against LifeConnex Telecom, LLC f/k/a Swiftel, LLC by BellSouth Telecommunications, Inc. d/b/a AT&T Florida,* Order Granting LifeConnex Telecom LLC's Request for Emergency Relief with Conditions, Docket No. 100021-TP, Order No. PSC-10-0457-PCO-TP (July 16, 2010) (FPSC Order).

services in Florida or to make changes to existing lines if partial payments were not made by July 6, 2010 and would terminate LifeConnex's service in Florida if all past due balances were not paid by July 21, 1010. On July 1, 2010, LifeConnex asked the FPSC to prohibit AT&T from suspending, discontinuing, terminating or otherwise disrupting service in Florida pending resolution of the disputed matters in the complaint proceeding.

The FPSC granted LifeConnex's request on July 16, 2010, subject to conditions. Those conditions included that AT&T and LifeConnex comply with all terms of the parties' ICA, including billing provisions, from July 13, 2010 onward; that, if LifeConnex fails to comply with the terms of the ICA, including such billing provisions, from July 13, 2010, onward, AT&T may suspend, terminate or disconnect service pursuant to the ICA; that the amounts in dispute were to be resolved through the hearing process; and that LifeConnex was to post a bond of $1.4 million (the past due amount claimed by AT&T in Florida). The FPSC also imposed customer notification requirements (similar to those in NCUC Rule R21-4) on LifeConnex should AT&T initiate disconnection of service due to LifeConnex's failure to comply with the ICA's billing provisions.

According to the Public Staff, in the instant cases, the primary arguments in favor of allowing AT&T to suspend or terminate service to LifeConnex and Freedom are that the parties' ICAs are clear that even amounts in dispute must be paid each month, and AT&T has followed proper procedure in filing these notices with the Commission. On the other hand, the Public Staff believes that it is significant that AT&T allowed the disputed amounts to accrue for 25 months and then gave the parties only 30 days to pay the entire amount or have the service terminated—all at a time when the Consolidated Proceeding was pending and less than ten days after joint motions regarding the procedural schedule were filed therein. While LifeConnex and Freedom are not parties to the Consolidated Proceeding, at least at this time, AT&T's action after 25 months of inaction to terminate service could have a profound effect on the ability of LifeConnex and Freedom to participate in the ongoing proceedings in other states. Moreover, due to the relative size of the past due amounts and the length of time over which the charges have accrued, the Public Staff is concerned that the impact of a bond requirement such as that imposed by the FPSC may affect the financial ability of LifeConnex to continue to participate in the regional proceedings and maintain its ability to provide service to its customers at the same time. In any event, the Public Staff believes that there may be some question as to whether all amounts considered past due or disputed are actually in question or merely reflect promotional credits that have not yet been processed by AT&T.

The Public Staff stated that it supports the requests of LifeConnex and Freedom to be made parties to the Consolidated Proceeding, as it appears that there is commonality of issues between these dockets and the Consolidated Proceeding. It would also promote judicial economy and efficiency.

The Public Staff also recommended that the Commission grant the Petition of LifeConnex and the Motion of Freedom barring AT&T from suspending, terminating, or disconnecting service to them pending final order on the promotion issues in the

Consolidated Proceeding. However, this should be subject to the condition that these parties pay all amounts due under their respective ICAs from the issuance of the Commission Order onward. This will preserve the status quo pending resolution of the Consolidate Proceeding, ensuring that any past due or disputed amounts will not increase and that AT&T will receive payment of amounts owed to it, prospectively, under the ICAs. Should LifeConnex or Freedom fail to comply with the conditions of such an order and AT&T seeks to disconnect service, the Commission should remind LifeConnex and Freedom that they are required to comply with the requirements set forth in Commission Rule R21-4.

With respect to EveryCall, the Public Staff believed that AT&T's proposed suspension and disconnection may be subject to the automatic stay imposed by the bankruptcy court. The Public Staff therefore recommended that AT&T take no further action as to the suspension, termination, or disconnection of service to EveryCall while the automatic stay related to its bankruptcy filing is in effect. Should the bankruptcy court permit AT&T to take action regarding its service to EveryCall, EveryCall should notify the Commission of such action by the bankruptcy court and indicate how it wishes to proceed.

AT&T Comments

AT&T also filed comments on July 20, 2010. While formally denying some of the allegations in LifeConnex's Petition and admitting others, AT&T concentrated its comments on several specific areas.

First, AT&T emphasized that the LifeConnex ICA specifically provided that LifeConnex agreed to "make payment [to AT&T] for all services billed, *including disputed amounts*. (Emphasis added).[8] From December 20, 2009, to May 20, 2010, LifeConnex has paid AT&T only a small percentage of the net amounts owed (the billed amounts less credits AT&T applied for promotions and other adjustments). AT&T claims in excess of $1.3 million from LifeConnex. LifeConnex alleges that it is entitled to an offset of "perhaps even more" than this past due amount, presumably in promotional credits that LifeConnex has requested and AT&T has denied. Even if true, AT&T maintains that this is irrelevant, because LIfeConnex is required to pay the full amount billed as required by the plain language of the ICA.

Second, AT&T argued that the ICA requires LifeConnex to pay all amounts billed, including disputed charges. North Carolina law requires that an unambiguous written contract must be strictly enforced according to the plain meaning of its express terms and conditions and without resort to extrinsic evidence.[9] The Commission-approved

[8] See ICA, Attachment 7, pp. 6-7, Sections 1.4 and 1.4.1.

[9] See,e.g., *Hemric v. Groce, 169* N.C. App. 69, 76 (quoting *Martin v. Martin*, 26 N.C. App. 506, 508 (1975) and *Potter v. Hilemn, Inc.,* 150 N.C. App. 326 (2002), *disc. review dismissed and cert. denied,* 359 N.C. 631 (2005).

ICA is a lawful contract, and its language is unambiguous. The Commission is therefore obliged to enforce its terms.

Third, the Joint Motion on Procedural Issues in the Consolidated Proceeding does not relieve LifeConnex of its contractual obligation to pay all amounts, including disputed charges. On the contrary, the Joint Motion by its terms does not prevent AT&T from pursuing "any issue" or "claim" not addressed in the Consolidated Proceeding.[10] It is not true that the "core issues in dispute between the parties are pending in the Consolidated Complaints proceeding." The Consolidated Proceeding involves how much, if any, credit the resellers are entitled to receive when they resell services that are the subject of certain promotional offers.

Fourth, AT&T argued that it has not waived its right to demand payment of all amounts, including those under dispute from LifeConnex. AT&T has not "acquiesced" in LifeConnex's "practice" of not paying its bills, nor does failure to demand payment of all charges in the past waive the right of AT&T to collect those amounts now. Moreover, the ICA specifically provides that "[a] failure or delay of either party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement."[11]

Finally, AT&T maintained that LifeConnex has not demonstrated and cannot demonstrate that it is entitled to the extraordinary injunctive relief it seeks, that relief being an order requiring AT&T to take no actions to suspend or otherwise interfere with LIfeConnex's service to its customers. Under North Carolina law, in deciding whether to grant such extraordinary relief, courts must consider (1) the likelihood of irreparable harm to the plaintiff if a preliminary injunction is denied, (2) the likelihood of harm to the defendant if the preliminary injunction is granted, (3) the likelihood that the plaintiff will succeed on the merits, and (4) the public interest. The plaintiff bears the burden of proof, and LifeConnex cannot meet it. LifeConnex cannot show a substantial likelihood of success on the merits. If it has the money to pay its bills, it will suffer no harm. If its disputes are valid, AT&T can provide appropriate bill credits or payments. If LifeConnex cannot pay its bills, then the harm to AT&T to provide even more service for which it will not be paid clearly outweighs any purported harm to LifeConnex. The purported harm to LifeConnex's customers is overstated: if AT&T terminates service, there are a

[10] The relevant portion of the Joint Motion reads: "As stated below, any individual Party may also seek to pursue its respective docket, either concurrent with or following the Consolidated Phase, any issue, claim, or counterclaim, including related discovery, that is not addressed in the Consolidated Phase. Nothing in this Joint Motion is intended, or shall be construed, as a waiver of any Party's pending motions, claims, counterclaims or defenses or any Party's right to amend and supplement its claims, counterclaims, or other pleadings, or to pursue any issue, claim or counterclaim that is not addressed in the Consolidated Phase in each Party's respective docket, either concurrent with or following the Consolidated Phase, or to seek such other relief as a change in circumstances may warrant."

[11] ICA, General Terms and Conditions, p. 15, Sec. 17.

number of other carriers in North Carolina, including prepay resellers, from whom LifeConnex's current end users can receive service. LifeConnex's failure to pay its wholesale bills has the effect of burdening other customers who pay their bills.

With respect to EveryCall, AT&T noted in a separate filing that EveryCall's bankruptcy filing created an automatic stay of any judicial, administrative or other action or proceeding against the debtor. Hence, AT&T is precluded from making further filings in the docket and has, therefore, not provided comments otherwise due on this matter. AT&T reserves the right to make any appropriate motions or filings with the United States Bankruptcy Court.

Further Comments by AT&T on Public Staff's Recommendation Related to LifeConnex

On August 6, 2010, AT&T filed a response to the Public Staff's recommendation that the Commission grant the Petition of LifeConnex barring AT&T from suspending, terminating, or disconnecting service LifeConnex pending final order on the promotion issues in the Consolidated Proceeding subject to the condition that LifeConnex be required to pay all amounts due under the parties' ICA or a going-forward basis. AT&T noted that, while it was pleased that the Public Staff recommended that it be paid in full for the services that it provides to LifeConnex in the future, the recommendation provides no protection against LifeConnex's inability or unwillingness to pay its past due balance for the substantial services that AT&T has already provided. AT&T asserted that two recent events bolstered its concern about the inability of LifeConnex and other similarly situated companies to pay past due amounts. First, AT&T noted that EveryCall filed for bankruptcy when faced with the prospect of having to pay or provide security for its past-due amounts. Second, AT&T stated that, in a companion proceeding before the FPSC, LifeConnex was unable to post a bond necessary to secure payment of the past due amounts in issue in that proceeding.

Also, AT&T asserted that the Public Staff's suggestion that AT&T may have waived its rights to demand payment of all past due balances from LifeConnex by AT&T's failure to make an earlier demand for the payment of amounts due was without merit. According to AT&T, the Public Staff's suggestion that AT&T's decision to pursue a negotiated resolution of its differences with LifeConnex, instead of making an immediate demand for payments, resulted in a waiver by AT&T of its rights to pursue payment for amounts due through the Commission is unsound regulatory policy and contrary to the explicit terms of the ICA. The ICA expressly provides that, notwithstanding a party's prior failure or delay to enforce any provision of the agreement, that party "shall have the right thereafter to insist upon the performance of any and all provisions of this Agreement."

WHEREUPON, the Commission reaches the following

CONCLUSIONS

At the present time, there is only one docket which the Commission needs to consider with respect to suspension and/or termination of service in this matter—the LifeConnex docket. As noted above, the others—EveryCall and Freedom—have filed for bankruptcy. It is perhaps noteworthy that, in connection with its July 27, 2010, filing of a Notice of Withdrawal of Motion for Emergency Relief, Freedom had voluntarily entered into separate agreement with AT&T providing for the posting of a bond. It was unable to satisfy this requirement, leading, as AT&T noted, to Freedom's filing for Chapter 11 bankruptcy. In both the EveryCall and Freedom cases, the Commission lacks the power to proceed.

The LifeConnex docket presents a single question. It is whether the Commission should or should not extend the temporary protection that the Commission has granted to LifeConnex against suspension and termination and, if it should, for how long and under what conditions. Answering this question involves weighing and balancing a number of factors. Below are the chief alternatives:

1. Not allow AT&T to suspend or terminate LifeConnex during the pendency of the Consolidated Proceeding in which LifeConnex seeks to participate. Under LifeConnex's preferred option, it would not have to pay any disputed existing balances nor any future disputed balances until such time as clear ground rules regarding promotions have been established in the Consolidated Proceeding. In the meantime, AT&T must continue to provide service to LifeConnex. LifeConnex believes that this is appropriate because, once the appropriate set-offs are applied, it is convinced that the amounts it will owe AT&T will be minimal. In any event, LifeConnex believes that AT&T was wrong not to have protested sooner when LifeConnex unilaterally deducted claims for promotional credits from its bill. This led to its building up the large balances before AT&T took the action about which LifeConnex now complains.

The Commission believes that this option is less than compelling for a number of reasons. First, as noted in Footnote 5 above, in Section 1.4 of Attachment 7 to the LifeConnex ICA, LifeConnex must "make payment to [AT&T] for all services billed *including disputed amounts.*" (Emphasis added). Section 1.4.1 stated that "[p]ayment for services provided by [AT&T], *including disputed charges,* is due on or before the next bill date." (Emphasis added).[12] Second, instead of paying the disputed charges as required by the ICA, LifeConnex has engaged in a form of self-help in which it has deducted from the bill what it unilaterally believes it ought to get back, whereas the

[12] Interestingly, the ICAs of the current participants in the Consolidated Proceeding do *not* include an explicit requirement to pay disputed amounts up front. *See, e.g.,* dPI ICA, Section 1.4.1 ("Payment for services provided by BellSouth, **not** including disputed charges, is due on or before the next bill date." (emphasis in original)); Image Access ICA, Attachment 7, Sections 1.7 et seq.; Angles ICA, Attachment 7, Section 1.7 et seq.; and Affordable Access ICA (adopted from Level 3), Attachment 7, Section 17.1 et seq.

proper course of action under the ICA would be not to withhold payments of the amount of the bill but rather to seek those set-offs on a timely basis from AT&T and, if unsuccessful, to file a complaint with the Commission. Third, it is not a defense for LifeConnex, as it insists, that AT&T was to blame for not demanding its money sooner, when, in light of the time value of money, LifeConnex has actually benefited from not paying it.

2. Continue the ban on suspension or termination pending the final Order on the promotion issues in the Consolidated Proceeding, provided LifeConnex keeps current on amounts due under its ICA on a going forward basis. If LifeConnex fails to stay current, then AT&T may seek to suspend or terminate service. This is the Public Staff position. The Public Staff has argued that this will preserve the status quo, insuring that past due and disputed amounts will not increase and that AT&T will eventually receive payments on the amounts it is owed.

The Commission believes that the Public Staff recommendation arguably has more merit than LifeConnex's position but not enough merit that the Commission should adopt it. Its primary merit is that it requires LifeConnex to pay "amounts due" (presumably identical to amounts that have been billed by AT&T) on a going forward basis, or else face the prospect of suspension and termination. However, the Commission believes there are significant demerits as well. Most prominently, it holds the past due amounts, which are considerable, in limbo without security that they will ever be paid. If they are paid, it will be only after a prolonged period of time and so deprive AT&T of what it is owed in the shorter term under the plain reading of the ICA, *which, of course, includes the provision that LifeConnex pay disputed amounts.* Here again, LifeConnex benefits from its unauthorized self-help and AT&T is disadvantaged. While the Public Staff is confident that, under its proposal, AT&T will eventually receive all that it is due, the Commission is more skeptical. While LifeConnex is only required prospectively to do what it should have been doing all along—pay amounts due, including disputed amounts—it receives a not inconsiderable temporary "pass" on paying amounts in arrears.

3. Continue a ban on suspension or termination, provided that LifeConnex posts a bond for all or a substantial part of the amounts in arrears and stay current on future bills from AT&T. Otherwise, AT&T may suspend or terminate LifeConnex's service. Essentially, the FPSC Order granted LifeConnex's request for protection against suspension or disconnection but subject to conditions. The most prominent conditions were that LifeConnex was to be strictly compliant with the terms of the ICA, including billing provisions, from July 13, 2010, onward and was to post of bond of $1.4 million, representing the past due amount claimed by AT&T. If LifeConnex failed to comply with the ICA, then AT&T could suspend, terminate, or disconnect service to LifeConnex, and LifeConnex would have to notify consumers of impending disconnection of service if there is a failure to comply with the ICA's billing provisions. The FPSC also explained that, in granting LifeConnex relief with conditions, it was not granting equitable relief or an injunction but was rather acting under its authority to issue an interim procedural order under its clear jurisdiction to enforce the terms of the ICA and to resolve matters in dispute.

Alabama took this approach as well, although Kentucky did not.[13] Under the bond approach, AT&T receives security for balances past due but is to receive actual payments for balances due on a going-forward basis. On the other hand, LifeConnex is arguably not overly rewarded for its "self help" strategy. It must pay to have the bond established, but it is not immediately required to pay the past monies owed, only balances on a going-forward basis. Moreover, LifeConnex customers are not faced with an immediate inconvenience of having to change carriers. All of this depends, of course, on LifeConnex first obtaining the bond and, second, paying the charges on a going-forward basis. Neither the experience of LifeConnex in Florida nor that of similarly situated companies elsewhere is encouraging.

4. Allow AT&T to suspend or terminate, if all amounts due past and present are not paid within a short period of time. Having set forth and assessed the other principal options, the Commission believes that this option is the best and most prudent, given the circumstances. It is the option that accords best with the plain reading of the ICA which, as noted before, obliged LifeConnex to pay disputed amounts. While the Commission has no way of knowing whether LifeConnex has the resources to make good on all the amounts it owes (including disputed amounts) under the ICA, there are empirical reasons to be skeptical. Most notably, LifeConnex has been unable to post the bond in Florida, and is now subject to the disconnection process there.[14] Past is prologue. The sad reality is, when there is a likelihood that a bond cannot or will not be posted, offering that opportunity would be in vain and would merely prolong an unsatisfactory state of affairs.

IT IS, THEREFORE, ORDERED as follows:

1. That LifeConnex shall be granted five (5) business days from the effective date of this Order to pay to AT&T in cash or certified funds the amount of $1,366,386. AT&T shall promptly notify the Commission whether LifeConnex has complied with this provision.

---

[13] See, *Petition of LifeConnex Telecom, LLC, f/k/a Swiftel, LLC Concerning Implementation of its Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Alabama or AT&T Southeast and Motion for Temporary Emergency Relief to Prevent Suspension of Service,* Order Granting in Part and Denying in Part LifeConnex Telecom LLC's Petition and Motion for Emergency Relief, Docket 31450, August 20, 2010 (LifeConnex to post a bond of $12,917,771 representing total billings for which AT&T submitted documentation in its Notice of Suspension and Termination of June 16, 2010; failure to comply to lead to disconnection). A curious aspect of the Alabama Order is that the first ordering paragraph directs LifeConnex to *pay* the $12,917,771 within five business days, while the second ordering paragraph directs LifeConnex to *post a bond* within five business days. Presumably, the latter, if actually posted, would take precedence over the former. *But see, BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T Kentucky v. LifeConnex Telecom LLC f/k/a Swiftel, LLC,* Order, Case No. 2010-00026, August 20, 2010 (AT&T authorized to move forward with disconnection of services; no opportunity afforded to LifeConnex to post a bond on amount estimated to be in excess of $1.8 million).

[14] See, Letter of LifeConnex in Response to FPSC Order to Post Bond, Docket No. 100021-TP, July 21, 2010, reporting that it could not post the bond and informing the FPSC that it was notifying its customers of the pending disconnection.

2. That, if LifeConnex has failed to pay to AT&T the sum set forth in Ordering Paragraph No. 1, AT&T is authorized to resume the process of suspending and/or terminating its service to LifeConnex.

3. That, in the case that AT&T has chosen termination of services to LifeConnex, AT&T shall notify LifeConnex and the Commission of the projected termination date, which shall be in no case less than 30 days from the date of such notice.

4. That LifeConnex shall comply with all relevant provisions in Rule R21-4 with respect to the responsibilities of CLPs, with particular attention to Rule R21-4(h) regarding notification of customers.

5. That AT&T shall promptly notify the Commission if LifeConnex has been unwilling or unable to provide notice to its customers as provided in Rule R21-4(h). AT&T in such circumstances shall provide notice to LifeConnex's customers as set forth in Rule R21-4(j) concerning notice to CLP customers by the underlying carrier.

6. That Docket No. P-55, Sub 1818, concerning EveryCall shall be held in abeyance pending further Order.

ISSUED BY ORDER OF THE COMMISSION.

This the 22nd day of September, 2010.

NORTH CAROLINA UTILITIES COMMISSION

Patricia Swenson

Patricia Swenson, Deputy Clerk

DI092210.01

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 31
PARTY AT&T Florida
DESCRIPTION William E. Greenlaw (WEG-8)
DATE 5/3/12

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Emergency Complaint of Express Phone Service, Inc. against BellSouth Telecommunications, Inc. d/b/a AT&T Florida Regarding Interpretation of the Parties' Interconnection Agreement

DOCKET NO. 110071-TP

FILED: November 10, 2011

REQUEST TO HOLD DOCKETS IN ABEYANCE

Express Phone Service, Inc. (Express Phone), pursuant to rule 28-106.204, Florida Administrative Code, requests that the Commission enter an order holding the above docket in abeyance. As grounds therefor, Express Phone states:

1. Docket No. 110071-TP involves issues related to the applicability of certain wholesale discounts to services Express Phone purchases from AT&T. The issue of applicable promotional discounts is not an issue unique to Express Phone or even unique to the state of Florida. Rather, it is an issue that is being litigated across the AT&T region.

2. The Florida Commission itself has three pending cases, in addition to this docket, in which promotional issues are in dispute. *Complaint of BellSouth Telecommunications, Inc. d/b/a AT&T Florida Against LifeConnex Telecom, LLC f/k/a Swiftel, LLC*, Docket No. 100021-TP; *Complaint of BellSouth Telecommunications, Inc. d/b/a AT&T Florida Against Image Access, Inc. d/b/a New Phone*, Docket No. 100022-TP; *Request for Emergency Relief and Complaint Against BellSouth Telecommunications, Inc. d/b/a AT&T Florida to Resolve Interconnection Agreement Dispute*, Docket No. 110306-TP. Further, cases are pending in the other AT&T states.

3. In the Florida cases cited above, AT&T agreed to hold the dockets in abeyance pending decisions in the other states. *See*, Joint Motion on Procedural Schedule, Docket Nos.

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100021-TP, 100022-TP, filed June 15, 2010. (Exhibit A).[1] The basis for the Joint Motion was "[t]o promote the reasonable and economical determination of these proceedings…" (Exhibit A, Joint Motion at 1). The Commission granted that request in Order No. PSC-10-0402-PCO-TP, issued June 18, 2010.

4. And in fact, those dockets remain in abeyance today. On October 31, 2011, the parties, including AT&T, in Docket Nos. 100021-TP and 100022-TP filed a Joint Status Report advising the Commission of the status of the dockets in the other states and requesting that the abeyance be continued. (Exhibit B). The report states: "At the present time, the Parties [including AT&T] do not anticipate any activity in the instant dockets until the cases in the above listed states have been resolved." As the Commission can see from a review of Exhibit B, cases in other states are much closer to resolution than this docket which is just beginning. It would conserve resources and effort on the part of all parties and the Commission to await the outcome of the same matters pending in other states.

5. In this case, as in Docket Nos. 100021-TP and 100022-TP, economy and efficiency would be served by holding this docket in abeyance while the same issues are litigated elsewhere. Most of the promotional cases in other states are much further along than this docket. (See Exhibit B.) Decisions in the states of Alabama, Louisiana, North Carolina and South Carolina will have a significant impact on this docket and the parties' relationship.

6. Express Phone has consulted with AT&T and is authorized to represent that AT&T opposes this request.

[1] Though AT&T has indicated that it is opposed to Express Phone's request for abeyance, its posture is the total opposite of its position in Docket Nos. 100021-TP and 100022-TP.

WHEREFORE, Express Phone requests that the Commission hold this docket in abeyance pending resolution of the dockets in the other states.

s/ Vicki Gordon Kaufman

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Attorneys for Express Phone Service, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Express Phone Service, Inc.'s Request to Hold Dockets in Abeyance has been furnished by Electronic Mail and U.S. Mail to the following, this 10th day of November, 2011:

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s/ Vicki Gordon Kaufman

Vicki Gordon Kaufman

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth Telecommunications, Inc. d/b/a AT&T Florida Against LifeConnex Telecom, LLC f/k/a Swiftel, LLC	)	Docket No. 100021-TP
In re: Complaint of BellSouth Telecommunications, Inc. d/b/a AT&T Florida Against Image Access, Inc. d/b/a New Phone	)	Docket No. 100022-TP
	)	Filed: June 15, 2010

JOINT MOTION ON PROCEDURAL SCHEDULE

Pursuant to the "Joint Motion on Procedural Issues" filed May 13, 2010, , the Parties have engaged in extensive discussions concerning how to schedule proceedings in the above-captioned dockets which are similar, not only to each other but to more than thirty other cases pending in the eight other states in the former BellSouth region. To promote the reasonable and economical determination of these proceedings, the Parties respectfully submit the following procedural schedule.

The Parties propose to proceed to hearings in Alabama, Louisiana, North Carolina, and South Carolina while asking that proceedings in the five remaining states (Georgia, Florida, Kentucky, Mississippi, and Tennessee) be held in abeyance. Considered together, the four states selected for hearings involve all nine Respondents and, the Parties believe, a substantial portion of the disputed billing amounts. Decisions reached in those four states will likely have a significant impact on the Parties' ongoing discussions of the issues raised in the Parties' complaints and counterclaims.

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EXHIBIT A

The Parties anticipate that hearings will begin in October.[1] The Parties will submit a progress report by November 1, 2010 to those states where the proceedings have been held in abeyance. The Parties also agree to hold in abeyance any applicable time limits or other procedural rights which are inconsistent with this joint request. Through this process, the Parties anticipate that they will agree to stipulations and conduct depositions that can be used in all nine states. The Parties also expect to present testimony in the four hearings that can be used, with appropriate modifications, as the basis for testimony in the other states. Therefore, this proposal likely will result in the development of a record which will expedite proceedings in all the states.

WHEREFORE, the Parties ask that this "Joint Motion on Procedural Schedule" be granted.

Respectfully submitted this 15th day of June, 2010.

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[1] In Alabama, Louisiana, North Carolina and South Carolina, the Parties propose the following schedule: stipulations due July 16; simultaneous direct testimony August 27, simultaneous rebuttal testimony September 27, depositions (if requested) between September 28 and October 8.

EXHIBIT A

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821913

EXHIBIT A

CERTIFICATE OF SERVICE
Docket Nos. 100021-TP and 100022-TP

I HEREBY CERTIFY that a true and correct copy was served via

Electronic Mail and First Class U. S. Mail this 15th of June, 2010 to the following:

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Manuel A. Gurdian

EXHIBIT A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth Telecommunications, Inc. d/b/a AT&T Florida Against LifeConnex Telecom, LLC f/k/a Swiftel, LLC	)	Docket No. 100021-TP
In re: Complaint of BellSouth Telecommunications, Inc. d/b/a AT&T Florida Against Image Access, Inc. d/b/a New Phone	)	Docket No. 100022-TP
	)	Filed: October 31, 2011

JOINT STATUS REPORT OCTOBER 31, 2011

Pursuant to Commission Staff's request, BellSouth Telecommunications, LLC d/b/a ("AT&T Florida"), LifeConnex Telecom, LLC f/k/a Swiftel, LLC ("LifeConnex") and Image Access, Inc. d/b/a New Phone ("New Phone") (collectively "the Parties") hereby file the following Joint Status Report.

The Consolidated Phase proceedings address three issues: (a) how cashback credits to resellers should be calculated; (b) whether the word-of-mouth promotion is available for resale and, if so, how the credits to the resellers should be calculated; and (c) how credits to resellers for waiver of the line connection charge should be calculated. The Consolidated Phase is being held in abeyance in five states (Georgia, Florida, Kentucky, Mississippi, and Tennessee), and it has proceeded to a hearing on the merits in four states (Alabama, Louisiana, South Carolina, and North Carolina). The status of the proceedings in these four states is as follows:

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EXHIBIT B

Alabama. An administrative law judge presided over an evidentiary hearing on January 21, 2011, and the parties have submitted initial and reply post-hearing briefs. The matter is ripe for a decision on the merits by the Alabama Commission.

Louisiana. An administrative law judge (ALJ) presided over an evidentiary hearing on November 4-5, 2010, and on August 18, 2011 the judge issued a final recommendation adopting AT&T's position on each of the three issues in the proceeding. Following oral argument by the parties and Commission Staff before the full Commission, on September 28, 2011, the Louisiana Commission issued an Order remanding this matter to the ALJ "for further consideration of the calculation methodology to be applied to cash back promotions." The matter is currently pending before the ALJ on remand.

North Carolina. On September 22, 2011, the North Carolina Commission entered an order adopting AT&T's position on each of the three issues in the proceeding. On or about October 20, 2011, dPi Teleconnect, LLC, Image Access, Inc. d/b/a NewPhone, Affordable Phone Services, Inc. and BLC Management, LLC d/b/a Angles Communications Solutions filed a Complaint and Request for Declaratory and Injunctive Relief in the United States District Court for the Eastern District of North Carolina, Case No. 5:11-cv-576-FL.

South Carolina. The South Carolina Commission presided over an evidentiary hearing on December 15, 2010, and the parties have submitted post-hearing briefs and proposed orders. The South Carolina Office of Regulatory Staff subsequently submitted a recommendation to the Commission. The Commission heard oral argument on August 24, 2011, and the matter is ripe for a decision on the merits by the South Carolina Commission.

EXHIBIT B

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Emergency Complaint of Express Phone Service, Inc. against Bellsouth Telecommunications, Inc. d/b/a AT&T Florida regarding interpretation of the parties' interconnection agreement.	DOCKET NO. 110071-TP ORDER NO. PSC-11-0574-PCO-TP ISSUED: December 14, 2011

ORDER DENYING REQUEST FOR ABEYANCE

On March 15, 2011, Express Phone filed a complaint against AT&T Florida (Complaint).[1] The Complaint alleges that AT&T Florida planned to improperly disrupt Express Phone's service order provisioning, and cut off all services to existing Express Phone customers due to billing disputes arising out of the parties' Interconnection Agreement (ICA).[2]

On March 18, 2011, Express Phone filed a motion seeking emergency relief to maintain the status quo, allowing Express Phone to continue service to its customers.[3] By Order No. PSC-11-0180-PCO-TP, issued March 30, 2011, Express Phone's Emergency Motion was denied. Express Phone was disconnected on March 30, 2011.

On April 4, 2011, AT&T Florida filed its Response in Opposition to Express Phone's Emergency Complaint, Request to Hold Docket in Abeyance and Request for Mediation. On July 6, 2011, Order No. PSC-11-0291-PAA-TP set this docket for an evidentiary hearing.

Express Phone filed a request on November 10, 2011, asking that the docket be placed in abeyance. AT&T Florida filed its Response in Opposition on November 17, 2011. In its request for abeyance, Express Phone argues that this Commission has other dockets in which similar promotional credits are in dispute. Express Phone asserts that these same disputes are pending in other states. Express Phone states that the parties jointly requested to hold the dockets in abeyance in Docket Nos. 100021-TP and 100022-TP (Lifeconnex dockets), which the Commission granted on June 18, 2010.[4] Express Phone argues that an abeyance would conserve resources and effort on the part of all parties while Commissions in other states resolve similar promotional credit issues. As such, Express Phone requests that this docket be held in abeyance pending resolution of the Lifeconnex dockets in other states.

[1] Emergency Complaint, Request for Emergency Relief to Avoid Customer Disconnection, Request to Hold Docket in Abeyance, and Request for Mediation against BellSouth Telecommunications, Inc. d/b/a AT&T Florida.
[2] Express Phone states that the billing disputes stem from the calculation/application of promotional credits for resold services.
[3] Express Phone Service, Inc's Motion for Emergency Consideration by the Prehearing Officer to Maintain Status Quo.
[4] Order No. PSC-10-0402-PCO-TP, Docket No. 100021-TP, In re: Complaint and petition for relief against LifeConnex Telecom, LLC f/k/a Swiftel, LLC by BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Docket No. 100022-TP, In re: Complaint and petition for relief against Image Access, Inc. d/b/a New Phone by BellSouth Telecommunications, Inc. d/b/a AT&T Florida.

DOCUMENT NUMBER-DATE
08938 DEC 14 =
FPSC-COMMISSION CLERK

The instant dockets are in abeyance "pending either resolution of the cases in the states set forth above or the filing of a persuasive motion to resume the dockets". *See* Order No. PSC-0402-PCO-TP (Issued June 18, 2010). At the present time, the Parties do not anticipate any activity in the instant dockets until the cases in the above listed states have been resolved.

Respectfully submitted this 31st day of October, 2011.

Tracy W. Hatch
Manuel A. Gurdian
AT&T Florida
c/o Gregory R. Follensbee
150 South Monroe Street
Suite 400
Tallahassee, Fl. 32301
Tel. No. (305) 347-5558
Fax. No. (305) 577-4491
th9467@att.com
mg2708@att.com

Attorneys for BellSouth Telecommunications, LLC d/b/a AT&T Florida

Matthew Feil, Esq.
Gunster Yoakley & Stewart, P.A.
215 S. Monroe St., Ste. 618
Tallahassee, Fl. 32301
(850) 521-1708

Attorney for LifeConnex Telecomm, LLC and Image Access, Inc. d/b/a NewPhone

EXHIBIT B

CERTIFICATE OF SERVICE
Docket Nos. 100021-TP/100022-TP

I HEREBY CERTIFY that a true and correct copy was served via Electronic Mail and First Class U. S. Mail this 31st day of October, 2011 to the following:

Charles Murphy
Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
cmurphy@psc.state.fl.us

Larry Harris
Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
lharris@psc.state.fl.us

LifeConnex Telecom, LLC
Mr. Edward Heard
13700 Perdido Key Drive, Unit B222
Pensacola, FL 32507-7475
Tel. No. (877) 450-5544
Fax No. (850) 895-3019
eheard@lifeconnex.net

Matthew Feil
Gunster, Yoakley & Stewart, P.A.
215 South Monroe, Suite 618
Tallahassee, FL 32301
Tel. No. 850-521-1708
mfeil@gunster.com
Attorney for LifeConnex Telecom, LLC and Image Access, Inc. d/b/a New Phone

LifeConnex Telecom, LLC
Mr. David Gainer
6905 North Wickham Road
Suite 403
Melbourne, FL 32940-7553
Tel. No.: (321) 373-1343
Fax No.: (321) 248-0787
tom@telecomgroup.com

Associated Telecommunications Management Services, LLC
Christina B. Sutch
6905 N. Wickham Road
Suite 403
Melbourne, FL 32940
Tel. No.: (321) 373-1360
Fax No.: (321) 275-4877
legal@telecomgroup.com

New Phone, Inc.
Mr. Jim R. Dry
5555 Hilton Avenue, Suite 415
Baton Rouge, LA 70808
Tel. No. (225) 214-4412
Fax No. (225) 214-4111
jimdry@razorline.com

EXHIBIT B

Paul F. Guarisco/W. Bradley Kline
PHELPS DUNBAR LLP
11 City Plaza, Suite 1100
400 Convention Street
Post Office Box 4412
Baton Rouge, Louisiana 70821
Tel. No. (225) 376-0241
Fax. No. (225) 381-9197
paul.guarisco@phelps.com
Attorneys for Image Access, Inc. d/b/a New Phone

Manuel A. Gurdian

EXHIBIT B

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO.	110087-TP	EXHIBIT	32
PARTY	AT&T Florida		
DESCRIPTION	William E. Greenlaw (WEG-9)		
DATE	5/3/12		

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Emergency Complaint of Express Phone Service, Inc. against Bellsouth Telecommunications, Inc. d/b/a AT&T Florida regarding interpretation of the parties' interconnection agreement.	DOCKET NO. 110071-TP ORDER NO. PSC-11-0574-PCO-TP ISSUED: December 14, 2011

ORDER DENYING REQUEST FOR ABEYANCE

On March 15, 2011, Express Phone filed a complaint against AT&T Florida (Complaint).[1] The Complaint alleges that AT&T Florida planned to improperly disrupt Express Phone's service order provisioning, and cut off all services to existing Express Phone customers due to billing disputes arising out of the parties' Interconnection Agreement (ICA).[2]

On March 18, 2011, Express Phone filed a motion seeking emergency relief to maintain the status quo, allowing Express Phone to continue service to its customers.[3] By Order No. PSC-11-0180-PCO-TP, issued March 30, 2011, Express Phone's Emergency Motion was denied. Express Phone was disconnected on March 30, 2011.

On April 4, 2011, AT&T Florida filed its Response in Opposition to Express Phone's Emergency Complaint, Request to Hold Docket in Abeyance and Request for Mediation. On July 6, 2011, Order No. PSC-11-0291-PAA-TP set this docket for an evidentiary hearing.

Express Phone filed a request on November 10, 2011, asking that the docket be placed in abeyance. AT&T Florida filed its Response in Opposition on November 17, 2011. In its request for abeyance, Express Phone argues that this Commission has other dockets in which similar promotional credits are in dispute. Express Phone asserts that these same disputes are pending in other states. Express Phone states that the parties jointly requested to hold the dockets in abeyance in Docket Nos. 100021-TP and 100022-TP (Lifeconnex dockets), which the Commission granted on June 18, 2010.[4] Express Phone argues that an abeyance would conserve resources and effort on the part of all parties while Commissions in other states resolve similar promotional credit issues. As such, Express Phone requests that this docket be held in abeyance pending resolution of the Lifeconnex dockets in other states.

[1] Emergency Complaint, Request for Emergency Relief to Avoid Customer Disconnection, Request to Hold Docket in Abeyance, and Request for Mediation against BellSouth Telecommunications, Inc. d/b/a AT&T Florida.
[2] Express Phone states that the billing disputes stem from the calculation/application of promotional credits for resold services.
[3] Express Phone Service, Inc's Motion for Emergency Consideration by the Prehearing Officer to Maintain Status Quo.
[4] Order No. PSC-10-0402-PCO-TP, Docket No. 100021-TP, In re: Complaint and petition for relief against LifeConnex Telecom, LLC f/k/a Swiftel, LLC by BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Docket No. 100022-TP, In re: Complaint and petition for relief against Image Access, Inc. d/b/a New Phone by BellSouth Telecommunications, Inc. d/b/a AT&T Florida.

DOCUMENT NUMBER-DATE
08938 DEC 14 =
FPSC-COMMISSION CLERK

AT&T Florida asserts that Express Phone's request should be denied in its entirety because Express Phone is not a party to the aforementioned dockets in Florida or any other state. AT&T Florida further asserts that the Lifeconnex dockets involve different promotional credit issues. AT&T concludes that Express Phone has not provided a sufficient basis to place this docket into abeyance.

Upon review of Express Phone's complaint and the relevant promotional dockets cited by Express Phone, I find that the promotional credits at issue in this proceeding are not identical to those cited by Express Phone as the basis for the requested abeyance. It is therefore unnecessary to place the docket in abeyance at this time. If Express Phone does not wish to proceed at this time, the company may withdraw its complaint without prejudice and refile at a later date.

Therefore, as the Lifeconnex dockets are not directly related to the issues in this docket, I do not find it appropriate to hold this docket in abeyance at this time and shall deny Express Phone's motion.

Based on the foregoing, it is

ORDERED by Commissioner Eduardo E. Balbis, as Prehearing Officer, that Express Phone's Request for Abeyance is hereby denied.

By ORDER of Commissioner Eduardo E. Balbis, as Prehearing Officer, this 14th day of December, 2011.

EDUARDO E. BALBIS
Commissioner and Prehearing Officer
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

TLT

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and

time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 33
PARTY AT&T Florida
DESCRIPTION William E. Greenlaw (WEG-10)
DATE 5/3/12

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Emergency Complaint of
Express Phone Service, Inc.
against BellSouth Telecommunications,
Inc. d/b/a AT&T Florida Regarding
Interpretation of the Parties'
Interconnection Agreement
_____/

DOCKET NO. 110071-TP

Filed: December 27, 2011

VOLUNTARY DISMISSAL WITHOUT PREJUDICE

Express Phone Service, Inc. (Express Phone) hereby voluntarily dismisses, without prejudice, its Complaint filed on March 15, 2011 in this matter.

DATED 27th day of December, 2011

s/ Vicki Gordon Kaufman

Vicki Gordon Kaufman
Keefe Anchors Gordon & Moyle, PA
118 North Gadsden Street
Tallahassee, FL 32301
(850) 681-3828 (Voice)
(850) 681-8788 (Fascimile)
vkaufman@kagmlaw.com

Mark Foster, Attorney at Law
707 West Tenth Street
Austin, Texas 78701
(512) 708-8700 (Voice)
(512) 697-0058 (Fascimile)
mark@mfosterlaw.com

Attorneys for Express Phone Service, Inc.

DOCUMENT NUMBER-DATE
09134 DEC 27 =
FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Express Phone Service, Inc.'s Voluntary Dismissal Without Prejudice has been furnished by Electronic Mail and U.S. Mail to the following, this 27th day of December 2011:

Lee Eng Tan
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399
ltan@psc.state.fl.us

Manuel Gurdian
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
manuel.gurdian@att.com

s/ Vicki Gordon Kaufman
Vicki Gordon Kaufman

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO.	110087-TP	EXHIBIT	34
PARTY	AT&T Florida		
DESCRIPTION	William E. Greenlaw (WEG-11)		
DATE	5/3/12		

ORIGINAL

2636

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

000776-TX

Instructions

- This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- Use a separate sheet for each answer which will not fit the allotted space.
- Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **$250.00** to:

  Florida Public Service Commission
  Division of Records and Reporting
  2540 Shumard Oak Blvd.
  Tallahassee, Florida 32399-0850
  (850) 413-6770

- If you have questions about completing the form, contact:

  Florida Public Service Commission
  Division of Telecommunications
  Bureau of Certification and Service Evaluation
  2540 Shumard Oak Blvd.
  Tallahassee, Florida 32399-0850
  (850) 413-6600

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check

FORM PSC/CMU 8 (11/95)
Required by Commission Rule Nos. 25-24.805, 25-24.810, and 25-24.815

DOCUMENT NUMBER-DATE
07790 JUN 27 08
FPSC-RECORDS/REPORTING

APPLICATION

1. This is an application for √ (check one):

   ( ) **Original certificate** (new company).

   (√) **Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

   ( ) **Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

   ( ) **Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

   Express Phone Service, Inc.

3. Name under which the applicant will do business (~~fictitious name, etc.~~):

   Express Phone Service, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

   4709 Mobile Highway
   Pensacola, FL 32506

5. Florida address (including street name & number, post office box, city, state, zip code):

   4709 Mobile Highway
   Pensacola, FL 32506

DOCUMENT NUMBER-DATE
07790 JUN27 8
FPSC-BUREAU OF REPORTING

6. Structure of organization:

( ) Individual (✓) Corporation
( ) Foreign Corporation ( ) Foreign Partnership
( ) General Partnership ( ) Limited Partnership
( ) Other _____

7. **If individual,** provide:

Name: N/A

Title: N/A

Address: N/A

City/State/Zip: N/A

Telephone No.: N/A **Fax No.:** N/A

Internet E-Mail Address: N/A

Internet Website Address: N/A

8. **If incorporated in Florida,** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

P99000046171

9. **If foreign corporation,** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

N/A

10. **If using fictitious name-d/b/a,** provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

N/A

11. **If a limited liability partnership**, provide proof of registration to operate in Florida:

    (a) **The Florida Secretary of State registration number:**

N/A

12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: N/A

Title: N/A

Address: N/A

City/State/Zip: N/A

Telephone No.: N/A **Fax No.:** N/A

Internet E-Mail Address: N/A

Internet Website Address: N/A

13. **If a foreign limited partnership,** provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

    (a) **The Florida registration number:** N/A

14. Provide **F.E.I. Number**(if applicable): 59-3580244

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

    (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

NONE

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

EXPRESS TITLE FINANCIAL CORP.

WILLIAM KLOSS - PRESIDENT

THOMAS M. ARMSTRONG - VICE PRESIDENT

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Thomas M. Armstrong

Title: President

Address: 4709 Mobile Highway

City/State/Zip: Pensacola, FL 32506

Telephone No.: 850-455-0623 **Fax No.:** 850-455-0635

Internet E-Mail Address: tmarmstrong@worldnet.att.net

Internet Website Address: None

(b) Official point of contact for the ongoing operations of the company:

Name: Thomas M. Armstrong

Title: President

Address: 4709 Mobile Highway

City/State/Zip: Pensacola, FL 32506

Telephone No.: 850-455-0623 **Fax No.:** 850-455-0635

Internet E-Mail Address: tmarmstrong@worldnet.att.net

Internet Website Address: NONE

(c) Complaints/Inquiries from customers:

Name: KYLE BALLARD

Title: Manager

Address: 4709 Mobile Highway

City/State/Zip: Pensacola, FL 32506

Telephone No.: 850-456-8048 **Fax No.:** 850-

Internet E-Mail Address: etfcbill@bellsouth.net

Internet Website Address: NONE

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

NONE

(b) has applications pending to be certificated as an alternative local exchange company.

NONE

(c) is certificated to operate as an alternative local exchange company.

Mississippi

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

NONE

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

NONE

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

NONE

18. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

C. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

** APPLICANT ACKNOWLEDGMENT STATEMENT **

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of $50 is required.

2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.

4. **APPLICATION FEE:** I understand that a non-refundable application fee of $250.00 must be submitted with the application.

UTILITY OFFICIAL:

Thomas M. Armstrong — Signature
6/15/00 — Date

President — Title
850-455-0623 — Telephone No.

Address: 4709 Mobile Highway
Pensacola, FL 32506
850-455-0635 — Fax No.

ATTACHMENTS:

A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
B - INTRASTATE NETWORK
C - AFFIDAVIT

**** APPENDIX A ****

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) Thomas M. ARMSTRONG,

(Title) VICE PRESIDENT of (Name of Company)

EXPRESS TITLE FINANCIAL CORPORATION

and current holder of Florida Public Service Commission Certificate Number # _____

TX 191, have reviewed this application and join in the petitioner's request for a:

( ) sale

(✓) transfer

( ) assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Thomas M. Armstrong — Signature

6/15/00 — Date

Vice-President — Title

850-455-0623 — Telephone No.

Address: 4709 Mobile Highway
Pensacola FL 32506

850-455-0635 — Fax No.

FORM PSC/CMU 8 (11/95)
Required by Commission Rule Nos. 25-24.805,
25-24.810, and 25-24.815

**** APPENDIX B ****

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. **POP:** Addresses where located, and indicate if owned or leased.

   1) N/A 2) _____

   _____ _____

   3) _____ 4) _____

   _____ _____

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

   1) N/A 2) _____

   _____ _____

   3) _____ 4) _____

   _____ _____

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP	OWNERSHIP
1) N/A	_____
2) _____	_____
3) _____	_____
4) _____	_____

**** APPENDIX C ****

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Thomas M. Armstrong — Signature

6/15/00 — Date

President — Title

850-455-0623 — Telephone No.

Address: 4709 Mobile Highway

850-455-0635 — Fax No.

Pensacola FL 32506

State of Florida

Department of State

I certify from the records of this office that EXPRESS PHONE SERVICE, INC. is a corporation organized under the laws of the State of Florida, filed on May 17, 1999.

The document number of this corporation is P99000046171.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 2000, that its most recent annual report/uniform business report was filed on February 20, 2000, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of February, 2000

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1 99)

EXPRESS PHONE SERVICE, INC.
FINANCIAL STATEMENTS
December 31, 1999

RANDALL L. SANSOM, C.P.A., P.A.
CERTIFIED PUBLIC ACCOUNTANTS
87 BAYBRIDGE PARK
GULF BREEZE, FL 32561

JANUARY 18, 2000

EXPRESS PHONE SERVICE, INC.
PENSACOLA, FL 32506

TO THE STOCKHOLDERS OF EXPRESS PHONE SERVICE, INC.:

We have compiled the accompanying statement of assets and liabilities -income tax basis of EXPRESS PHONE SERVICE, INC. (an S corporation) as of DECEMBER 31, 1999, and the related statement of revenues and expenses-income tax basis for the nine months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the basis of accounting used by the Company for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

RANDALL L. SANSOM, C.P.A., P.A.
CERTIFIED PUBLIC ACCOUNTANTS

EXPRESS PHONE SERVICE, IN
STATEMENT OF ASSETS AND LIABILITIES-INCOME TAX BASIS
December 31, 1999

ASSETS

CURRENT ASSETS		
CASH ON HAND IN STORE	$28,122.52	
CASH (BANK OF THE SOUTH-#2)	38,218.75	
RETURNED CHECKS	65.70	
INVENTORY	1,952.70	
TOTAL CURRENT ASSETS		$68,359.67
FIXED ASSETS		
EQUIPMENT	$3,100.92	
ACCUMULATED DEPRECIATION	(3,100.92)	
NET FIXED ASSETS		$0.00
OTHER ASSETS		
ORGANIZATIONAL COSTS	$500.00	
ACCUMULATED AMORTIZATION	(57.64)	
LEASE DEPOSIT	2,857.13	
SOUTHERN BELL DEPOSIT	2,142.87	
TOTAL OTHER ASSETS		$5,442.36
TOTAL ASSETS		$73,802.03

"SEE ACCOUNTANT'S COMPILATION REPORT"

EXPRESS PHONE SERVICE, IN
STATEMENT OF ASSETS AND LIABILITIES-INCOME TAX BASIS
December 31, 1999

LIABILITIES AND S/H EQUITY

CURRENT LIABILITIES		
ACCOUNTS PAYABLE	$37,607.52	
SALES TAX PAYABLE	222.88	
DUE TO EXPRESS TITLE FINL CORP	15,784.90	
TOTAL CURRENT LIABILITIES		$53,615.30
LONG TERM LIABILITIES		
TOTAL LONG TERM LIABILITIES		$0.00
TOTAL LIABILITIES		$53,615.30
STOCKHOLDERS' EQUITY		
CAPITAL STOCK	$100.00	
YEAR-TO-DATE NET INCOME	20,086.73	
TOTAL STOCKHOLDERS' EQUITY		$20,186.73
TOTAL LIABILITIES AND S/H EQUITY		$73,802.03

"SEE ACCOUNTANT'S COMPILATION REPORT"

EXPRESS PHONE SERVICE, INC.
STATEMENT OF REVENUES AND EXPENSES-INCOME TAX BASIS
Nine Months Ended December 31, 1999

	Nine Months	%
REVENUES		
TELEPHONE SERVICE REVENUES	$394,167.38	95.5
TELEPHONE PRODUCTS SALES	18,525.18	4.5
TOTAL REVENUES	$412,692.56	100.0
COST OF SALES		
PURCHASES-PHONE PRODUCTS	$19,668.17	4.8
TOTAL COST OF REVENUES	$19,668.17	4.8
GROSS MARGIN	$393,024.39	95.2
OPERATING EXPENSES		
ACCOUNTING AND LEGAL	$2,806.36	.7
ADVERTISING	8,598.01	2.1
AUTO AND TRUCK EXPENSES	959.56	.2
AMORTIZATION	57.64	.0
BAD DEBTS	250.35	.1
BANK CHARGES	16.00	.0
SEC 179 DEPRECIATION	3,100.92	.8
INSURANCE-HEALTH	493.78	.1
INSURANCE-EMPLOYEE LIFE	317.32	.1
INSURANCE-PROPERTY	271.96	.1
LICENSES AND TAXES	1,330.70	.3
MISCELLANEOUS EXPENSES	3,195.01	.8
OFFICE EXPENSES	4,650.08	1.1
PAYROLL PROCESSING COSTS	358.00	.1
POSTAGE	4,253.61	1.0
RENT EXPENSE	4,885.67	1.2
REPAIRS AND MAINTENANCE	176.64	.0
SALARIES-LEASED EMPLOYEES	49,122.28	11.9
TELEPHONE	787.44	.2
TELEPHONE SERVICE EXPENSE	286,673.59	69.5
UTILITIES	1,155.16	.3
TOTAL OPERATING EXPENSES	$373,460.08	90.5
INCOME FROM OPERATIONS	$19,564.31	4.7
OTHER INCOME		
INTEREST INCOME	$75.71	.0
SALES TAX COMMISSION	2.24	.0
MISCELLANEOUS INCOME	444.47	.1
TOTAL OTHER INCOME	$522.42	.1

"SEE ACCOUNTANT'S COMPILATION REPORT"

EXPRESS PHONE SERVICE, INC.
STATEMENT OF REVENUES AND EXPENSES-INCOME TAX BASIS
Nine Months Ended December 31, 1999

	Nine Months	%
OTHER EXPENSES		
TOTAL OTHER EXPENSES	$0.00	.0
NET INCOME	$20,086.73	4.9

"SEE ACCOUNTANT'S COMPILATION REPORT"

RANDALL L. SANSOM, CPA, PA
P.O. BOX 957
GULF BREEZE, FL 32562
(850) 932-5335

MAY 27, 2000

EXPRESS PHONE SERVICE, INC.
PENSACOLA, FL 32506

TO THE STOCKHOLDERS OF EXPRESS PHONE SERVICE, INC.:

We have compiled the accompanying statement of assets and liabilities-income tax basis of EXPRESS PHONE SERVICE, INC. (an S corporation) as of MARCH 31, 2000, and the related statement of revenues and expenses - income tax basis for the two months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the basis of accounting used by the Company for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be a S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

RANDALL L. SANSOM
CERTIFIED PUBLIC ACCOUNTANT

EXPRESS PHONE SERVICE, INC.

STMT OF ASSETS AND LIABILITIES-INCOME TAX BASIS

March 31, 2000

ASSETS

CURRENT ASSETS			
CASH ON HAND IN STORE	$	39,769.18	
CASH (BANK OF THE SOUTH-#2)		64,945.81	
RETURNED CHECKS		310.45	
INVENTORY		1,952.70	
Total Current Assets			$ 106,978.14
PROPERTY AND EQUIPMENT			
EQUIPMENT	$	3,100.92	
ACCUMULATED DEPRECIATION		(3,100.92)	
OTHER ASSETS			
ORGANIZATIONAL COSTS	$	500.00	
ACCUMULATED AMORTIZATION		(82.63)	
LEASE DEPOSIT		2,857.13	
SOUTHERN BELL DEPOSIT		2,142.87	
Total Other Assets			$ 5,417.37
TOTAL ASSETS			$ 112,395.51

See Accountants' Compilation Report

EXPRESS PHONE SERVICE, INC.

STMT OF ASSETS AND LIABILITIES-INCOME TAX BASIS

March 31, 2000

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
ACCOUNTS PAYABLE	$ 47,933.35	
DUE TO EXPRESS TITLE FINL COR	15,784.90	
Total Current Liabilities		$ 63,718.25
LONG-TERM LIABILITIES		
Total Long-Term Liabilities		$ 0.00
Total Liabilities		$ 63,718.25
STOCKHOLDERS' EQUITY		
CAPITAL STOCK	$ 100.00	
ACCUMULATED ADJUSTMENTS ACCTS	20,086.73	
YEAR TO DATE NET INCOME	28,490.53	
Total Stockholders' Equity		$ 48,677.26
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		$ 112,395.51

See Accountants' Compilation Report

EXPRESS PHONE SERVICE, INC.

STMT OF REVENUES AND EXPENSES-INCOME TAX BASIS

	1 Month Ended March 31, 2000	%	3 Months Ended March 31, 2000	%
Sales				
TELEPHONE SERVICE REVENU	$ 72,582.76	$ 97.33	$ 196,492.18	$ 96.55
TELEPHONE PRODUCTS SALE	1,989.71	2.67	7,020.59	3.45
Total Sales	$ 74,572.47	$ 100.00	$ 203,512.77	$ 100.00
Cost of Goods Sold				
PURCHASES-PHONE PRODUCT	$ 2,742.20	$ 3.68	$ 9,923.14	$ 4.88
Total Cost of Goods Sold	$ 2,742.20	$ 3.68	$ 9,923.14	$ 4.88
Gross Profit	$ 71,830.27	$ 96.32	$ 193,589.63	$ 95.12
Operating Expenses				
ACCOUNTING AND LEGAL	$ 200.00	$ 0.27	$ 1,399.02	$ 0.69
ADVERTISING	2,339.66	3.14	3,444.99	1.69
AMORTIZATION	8.33	0.01	24.99	0.01
INSURANCE-HEALTH	41.00	0.05	81.00	0.04
LICENSES AND TAXES	50.00	0.07	453.07	0.22
OFFICE EXPENSES	1,574.03	2.11	2,908.30	1.43
POSTAGE	529.55	0.71	1,567.41	0.77
RENT EXPENSE	500.00	0.67	1,136.33	0.56
SALARIES-LEASED EMPLOYEE	9,519.65	12.77	20,103.81	9.88
TELEPHONE	225.43	0.30	529.20	0.26
TELEPHONE SERVICE EXPENS	46,829.35	62.80	133,488.77	65.59
UTILITIES	112.21	0.15	112.21	0.06
Total Operating Expenses	$ 61,929.21	$ 83.05	$ 165,249.10	$ 81.20
Operating Income (Loss)	$ 9,901.06	$ 13.28	$ 28,340.53	$ 13.93
Other Income				
MISCELLANEOUS INCOME	$ 60.00	$ 0.08	$ 150.00	$ 0.07
Total Other Income	$ 60.00	$ 0.08	$ 150.00	$ 0.07
Other Expenses				
Net Income (Loss)	$ 9,961.06	$ 13.36	$ 28,490.53	$ 14.00

See Accountants' Compilation Report

Express Phone Service, Inc.
4709 Mobile Highway
Pensacola, Florida 32506

June 19, 2000

Express Phone Service, Inc. is privately owned by two shareholders. The corporation does not have audited financial statements. Enclosed with this application are unaudited financial statements that show the corporations assets, liabilities and stockholders' equity and a statement of revenues and expenses-income tax basis. These statements cover from date of incorporation through December 31, 1999 and January 1, 2000 to present.

These statements clearly show that Express Phone Service, Inc. has sufficient financial capability to provide resale services within the state of Florida. Since Express Phone Service, Inc. is a reseller and there are no facilities-based service being provided by Express Phone Service, Inc., the financial information provided also clearly indicates that there is sufficient financial capability to maintain the requested service. Additionally, Express Phone Service, Inc. is physically collocated with Express Title Financial Corp. and therefore has more than sufficient financial capability to meet its lease obligation of approximately seven hundred dollars ($700.00) per month.

Express Phone Service, Inc. 4709 Mobile Highway
Pensacola, FL 32506

June 19, 2000

Express Title Financial Corp. was certificated to operate as an alternative local exchange company by the Florida Public Service Commission in late summer 1998. In May of 1999, the shareholders of Express Title Financial Corp., William Kloss and Thomas M. Armstrong, formed Express Phone Service, Inc. to provide management services to Express Title Financial Corp. in support of its telecommunication services. Both corporations are owned by the same shareholders with the same percentage of ownership in each corporation. The vice-president of Express Title Financial Corp., Thomas M. Armstrong, is the president of Express Phone Service, Inc.

The employees and officers of Express Phone Service, Inc. are the same individuals that are associated with Express Title Financial Corp.'s providing of telecommunication services. The managerial experience and technical experience necessary for Express Phone Service, Inc. to provide resell services exists as proven with Express Title Financial Corp. A brief resume outlining those capabilities is enclosed.

8160 Briese Lane
Pensacola, Florida 32514

(850) 474-3682 fax (850) 494-9904
tmarmstrong@worldnet.att.net

Thomas M. Armstrong

Experience

1978-1998 United States Marine Corps Worldwide

Retired 20-year Veteran

- Aviation Weapon Systems Technician
- Master Training Specialist Instructor
- Staff Non-Commissioned Officer

1996-1998 Express Title Financial Corp. Pensacola, FL

Office Manager

- Coordinated payroll overhaul to improve accuracy and employee benefits
- Doubled financial managers efficiency
- Coordinated multiple site relocations, openings, closings
- Personally responsible for development of corporate procedures for marketing and support of reselling BellSouth services
- Attended training syllabus provided by BellSouth – Basic CLEC Course, LENS Course
- Corporate liaison for Florida Public Service Commission, Department of Revenue, Department of Banking and Finance, Department of Agriculture

1999-present Pensacola, FL

Executive Officer / Shareholder

- Express Title Financial Corp. – Vice-President – 10% shareholder
- Express Phone Service, Inc. – President – 10% shareholder
- Responsible for complete day-to-day operations of both corporations

Education

1993-1994 State Technical Institute of Memphis Memphis, TN

- A.A., Electronic Technology
- Graduated Summa Cum Laude.

2000 Fred Pryor Professional Development Pensacola, FL
Microsoft Excel Basic and Intermediate

EXPRESS PHONE SERVICE, INC. Florida Price List No. 1
Original Sheet 1

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Express Phone Service, Inc., with principal offices at 4709 Mobile Highway, Pensacola, FL 32506. This price list applies for services furnished within the State of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: June 15, 2000 EFFECTIVE:

by: Thomas M. Armstrong, President
4709 Mobile Highway
Pensacola, FL 32506

EXPRESS PHONE SERVICE, INC. Florida Price List No. 1
Original Sheet 2

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date at the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original

Issued: June 15, 2000 EFFECTIVE:

by: Thomas M. Armstrong, President
4709 Mobile Highway
Pensacola, FL 32506

EXPRESS PHONE SERVICE, INC. Florida Price List No. 1
Original Sheet 3

TABLE OF CONTENTS

Title Sheet....1
Check Sheet....2
Table of Contents....3
Symbols Sheet....4
Price List Format Sheet....5
Exchange Service List....7
Section 1 - Technical Terms and Abbreviations....8
Section 2 - Rules, Regulations and Service Quality Criteria....9
Section 3 - Basic Service Description and Rates....10
Section 4 - Non Basic Service Description and Rates....11

EXPRESS PHONE SERVICE, INC. Florida Price List No. 1
Original Sheet 4

SYMBOLS SHEET

The following are the only symbols used for the purposes indicated below:

D - Delete or Discontinue
I - Change Resulting In An Increase to A Customer's Bill
M - Moved From Another Price List Location
N - New
R - Change Resulting In A Reduction To A Customer's Bill
T - Change in Text or Regulation But No Change In Rate Or Charge

Issued: June 15, 2000 EFFECTIVE:

by: Thomas M. Armstrong, President
4709 Mobile Highway
Pensacola, FL 32506

PRICE LIST FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

EXPRESS PHONE SERVICE, INC. Florida Price List No. 1
Original Sheet 6

PRICE LIST FORMAT SHEETS

D. Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Company - Express Phone Service, Inc.

Customer - The person, firm corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's price list regulations.

EXPRESS PHONE SERVICE, INC.

Florida Price List No. 1
Original Sheet 8

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2.1 Undertaking of Express Phone Service, Inc. - Express Phone Service, Inc. hereby undertakes the provision of telecommunication services to the exchanges listed previously herein and do guarantee to provide such services in a manner that is in the best interest of the public. The quality of the service provided will be equal to the quality of the service provided to us for resale.

2.2 Service Availability - All services available to us from our provider for resale will be made available to our customers.

2.3 Billing - Billing processes will be handled by personnel employed by the Company. Customers will be billed by the Company ten calendar days prior to their due date. Accounts on which payment has not been received by the due date will be considered delinquent and are subject to a late fee.

2.4 Termination - Accounts delinquent for five calendar days will be subject to having their service terminated on the following business day. Once terminated, accounts will be subject to a reconnection fee should further service be desired by the customer.

2.5 Taxes - The Company hereby acknowledges its responsibility and intent to properly and promptly pay all taxes lawfully due.

2.6 Refunds/Credits - If a customer's service is terminated or interrupted due to the fault of the Company, the customer will be reimbursed for unused time. Requests for termination of service by the customer will be handled on a pro-rated basis.

EXPRESS PHONE SERVICE, INC. Florida Price List No. 1
Original Sheet 9

SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES

3.1 SERVICE OFFERINGS

Basic Local Service, Residential, Monthly 49.95
(Includes access to 911 and operator services)

Basic Local Service, Business, Monthly 69.95
(Includes access to 911 and operator services)

3.1.1 PROMOTIONAL SERVICE OFFERINGS

Basic Local Service, Residential, Monthly 39.95
Effective Dates 15 Jun 2000 - 31 Dec 2001

Connection Fee Waived
Effective dates 15 Jun 2000 - 31 Dec 2001

Basic Local Service, Business, Monthly 59.95
Effective Dates 15 Jun 2000 - 31 Dec 2001

Issued: June 15, 2000 EFFECTIVE:

by: Thomas M. Armstrong, President
4709 Mobile Highway
Pensacola, FL 32506

EXPRESS PHONE SERVICE, INC. Florida Price List No. 1
Original Sheet 10

SECTION 4 - NON BASIC SERVICE DESCRIPTIONS AND RATES

4.1 SERVICE OFFERINGS

Call Waiting	4.75
Call Forwarding	4.75
Three Way Calling	4.75
Unpublished Number	4.75
8 Code Speed Dialing	4.75
Call Return	4.75
Multi-Feature Package (Call Waiting, 3-Way Calling, Call Forwarding, Call Return, Speed Dialing, Unpublished Number)	19.95
Multi-Feature Package (Call Waiting, 3-Way Calling, Call Forwarding, Call Return, Speed Dialing, Unpublished Number, Deluxe Caller ID)	29.00
Deluxe Caller ID	9.75
Call Waiting Deluxe with Caller ID	14.75
Connection Fee	40.00
Reconnection Fee	30.00
Late Fee	1.00 per day 10.00 Maximum
Voice Mail Answering Service	9.75

Issued: June 15, 2000 EFFECTIVE:

by: Thomas M. Armstrong, President
4709 Mobile Highway
Pensacola, FL 32506

EXPRESS PHONE SERVICE, INC. Florida Price List No. 1
Original Sheet 11

SECTION 4 - NON BASIC SERVICE DESCRIPTIONS AND RATES

4.1 SERVICE OFFERINGS (continued)

Message Waiting Indicator - Stutter Tone	1.50
Change/Add/Delete Features	20.00
Change Phone Number	25.00
Transfer (Moving) Fee	40.00
Call Blocking	4.75

4.2 Non-Routine Installation and/or Maintenance

Repair/Installation Visit	30.00 per hour
Parts	5.00 per jack

Issued: June 15, 2000 EFFECTIVE:

by: Thomas M. Armstrong, President
4709 Mobile Highway
Pensacola, FL 32506

EXHIBIT NO. 35

DOCKET NO: 110087-TP

WITNESS: Don J. Wood & Thomas M. Armstrong

PARTY: Express Phone

DESCRIPTION: Affidavits of Don J. Wood and Thomas M. Armstrong in regard to Express Phone's Responses to Staff's Interrogatories in Staff's Exhibit 2

DOCUMENTS:

PROFFERED BY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP **EXHIBIT** 35
PARTY Express Phone
DESCRIPTION Affidavit of Wood and Armstrong
DATE 5/3/12

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Notice of adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a NewPhone, Inc. by Express Phone Service, Inc. /	Docket No. 110087-TP Filed: May 2, 2012

EXPRESS PHONE SERVICE, INC.'S NOTICE OF FILING AFFIDAVITS

Express Phone Service, Inc. (Express Phone), through its undersigned counsel, hereby files affidavits for Thomas M. Armstrong and Don J. Wood which replace those filed with Express Phone Service, Inc.'s Objections and Responses to Staff's First Set of Interrogatories (Nos. 1-13).

s/ Vicki Gordon Kaufman

Vicki Gordon Kaufman
Keefe Anchors Gordon & Moyle, PA
118 North Gadsden Street
Tallahassee, Florida 32301
Telephone: (850) 681-3828
Facsimile: (850) 681-8788
vkaufman@kagmlaw.com

Mark Foster
707 West Tenth Street
Austin, Texas 78701
Telephone: (512) 708-8700
Facsimile: (512) 697-0058
mark@mfosterlaw.com

Attorneys for Express Phone Service, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Express Phone Service, Inc.'s Notice of Filing Affidavits has been furnished by electronic mail and U.S. Mail this 2nd day of May, 2012, to the following:

Lee Eng Tan
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399
ltan@psc.state.fl.us

Tracy W. Hatch
Suzanne L. Montgomery
AT&T
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
Th9467@att.com
sm6526@att.com

s/ Vicki Gordon Kaufman

Vicki Gordon Kaufman

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Notice of adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a NewPhone, Inc. by Express Phone Service, Inc.

Docket No. 110087-TP

/

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF LEON)

I hereby certify that on this 2nd day of May, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Don J. Wood, who is personally known to me, and he acknowledged before me that he provided the answers to interrogatory numbers 7-13 from STAFF'S FIRST SET OF INTERROGATORIES TO EXPRESS PHONE SERVICE, INC. (NOS. 1-13) in Docket No. 110087-TP, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 2nd day of May, 2012.

Don J. Wood

K. Hancock

Notary Public
State of Florida

My Commission Expires:

KIM HANCOCK
MY COMMISSION # EE151488
EXPIRES: December 06, 2015
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Notice of adoption of existing interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a NewPhone, Inc. by Express Phone Service, Inc.

Docket No. 110087-TP

/

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

I hereby certify that on this 27th day of APRIL, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas M. Armstrong, who is personally known to me, and he acknowledged before me that he provided the answers to interrogatory numbers 1-6 from STAFF'S FIRST SET OF INTERROGATORIES TO EXPRESS PHONE SERVICE, INC. (NOS. 1-13) in Docket No. 110087-TP, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 27th day of APRIL, 2012.

Thomas M. Armstrong

Thomas M. Armstrong

RICHARD E. SMITH, II
MY COMMISSION # EE 11704
EXPIRES: October 22, 2014
Bonded thru Budget Notary Services

Richard E. Smith II

Notary Public
State of Florida, at Large

My Commission Expires:

10/22/2014

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO.	110087-TP	EXHIBIT	36
PARTY	AT&T Florida		
DESCRIPTION	Feb. 20/10 Bill for 904 Act. (CONFIDENTIAL)		
DATE	5/3/12		

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 37
PARTY AT&T
DESCRIPTION 8/25 Deposit Request
DATE 5/3/12

AT&T Credit & Collections
675 W. Peachtree Street NW
Atlanta, GA 30375

T: 404.927.5607
F: 678.966.2863
LT7991@att.com

August 25, 2010

VIA FEDERAL EXPRESS Tracking Number 7989 8242 9595
Attn: Mr. Tom Armstrong
Express Phone Service, Inc.
1803 W. Fairfield Dr., Unit 1
Pensacola, FL 32501

VIA FEDERAL EXPRESS Tracking Number 7938 5063 4810
Attn: Mr. Thomas M. Armstrong
Express Phone Service, Inc.
1020 N. 9th Avenue
Pensacola, FL 32501

Dear Mr. Armstrong:

The AT&T Credit & Collections department has conducted a credit assessment of Express Phone Service, Inc. ("Express Phone"). AT&T's records show that despite doing business with AT&T in Alabama, Florida and Mississippi under a Resale Agreement and a Commercial Agreement, Express Phone currently has only $5,000 on deposit with AT&T.

AT&T's records show that Express Phone's accounts have a past due balance in excess of $1,000,000, and that Express Phone's payment patterns changed dramatically beginning in May 2009. Prior to that time, Express made routine, nearly complete payments. Since then Express Phone has made minimal, sporadic payments. Moreover, on August 10th, 2010 AT&T requested updated financial information and Credit Profile from Express Phone and asked that it be provided by August 20, 2010. To date, AT&T has not received the requested information.

As a result of the foregoing, AT&T has determined that Express Phone's accounts are not adequately secured. Therefore, AT&T is exercising its right pursuant to Section 1.3 of the Resale Agreement and Section 10.2 of the Commercial Agreement to request that Express Phone increase its security deposit in the amount of $400,000 (which would result in a total deposit of $405,000). Section 1.3 of the Resale Agreement provides in relevant part:

> If, in BellSouth's sole discretion, circumstances warrant and/or Express Phone's gross monthly billing has increased, BellSouth reserves the right to request additional security . . .

Similarly, Section 10.2 of the Commercial Agreement provides in relevant part:

> 10.2 Assurance of payment may be requested by AT&T-22STATE:
>
> 10.2.1 If based on AT&T-22STATE's analysis of the AT&TSTATE Credit Profile and other relevant information regarding [Express Phone's] credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CARRIER. Such impairment will be determined from information available from Third Party financial sources; or
>
> 10.2.2 [Express Phone] fails to timely pay a bill rendered to CARRIER by AT&T-22STATE (except such portion of a bill that is subject to a good faith,

USA Proud Sponsor of the U.S. Olympic Team

bona fide dispute and as to which [Express Phone] has complied with all requirements set forth in Section 12.3 below); and/or

10.2.3 [Express Phone's] gross monthly billing has increased, AT&T-22STATE Reserves the right to request additional security . . .

Please remit the $400,000 security deposit by September 10, 2010. This amount can be submitted either in cash (check or guaranteed funds); in the form of an Irrevocable Letter of Credit or as a Surety Bond (required AT&T formats enclosed).

Cash deposits should be sent to:	**An Irrevocable Letter of Credit or Surety Bond should be sent to:**
AT&T Deposit Processing Center 600 Northpoint Parkway Alpharetta, GA 30005	Attn: Larry W. Thaxton AT&T 675 W Peachtree St. NW 10098 Atlanta, GA 30308

Express Phone's account will continue to be reviewed periodically to determine if any additional deposit may be appropriate.

I will be available at 404 927-5607 to answer any questions concerning the contents of this letter. Thank you for choosing AT&T to service your telecommunication needs.

Sincerely,

Larry W. Thaxton
Sr. Credit Analyst

Enclosures 2

BellSouth Interconnection Services
Your Interconnection Advantage

Private/Proprietary: No disclosure outside AT&T except by written agreement

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WOODS, VICKIE (Legal)

From: GREENE, REGINALD A (Legal)
Sent: Wednesday, September 08, 2010 11:49 AM
To: 'Mark Foster'
Subject: Express Phone

Mark:

AT&T is willing to extend the deposit deadline to September 15, 2010 so that some meaningful negotiations can occur in the interim.

Additionally, thank you for the information about the New Talk docket in Texas. I was aware of the proceeding generally and of the initial ruling that New Talk had to escrow the funds. In any event, like you said, each case is different. With regard to Express Phone, their Resale Agreement does not allow for disputed amounts to be withheld. See attached. I look forward to our discussion later this afternoon.

Express Phone
Resale0001.pdf

Note 1.4 Payment Responsibility. "Express Phone shall make payment to BellSouth for all services billed including disputed amounts".
Express is not paying and then disputing, they are withholding payments that that Agreement does not allow for.

Reginald A. Greene
General Attorney - Wholesale
AT&T Services, Inc.
675 West Peachtree Street, N.W.
Suite 4212
Atlanta, Georgia 30375
404.335.0761 (office)
404.889.4721 (mobile)
404.614.4054 (fax)

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 38
PARTY AT&T Florida
DESCRIPTION 9/8/10 email from Green to Foster
DATE 5/3/12

AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Express Phone Service, Inc. (Express Phone), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Express Phone or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Express Phone 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, pursuant to Sections 251 and 252 of the Act; Express Phone wishes to purchase certain services from BellSouth; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Express Phone 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 ten percent (10%).

Commission is defined as the appropriate regulatory agency in each state 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.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

the appropriate BellSouth Local Contract Manager responsible for new CLEC activation, the necessary documentation to enable BellSouth to establish accounts for resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, BellSouth's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Express Phone may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Express Phone.

1.2.1 Company Identifiers. If Express Phone needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Express Phone has already been conducting business utilizing those Company Identifiers, Express Phone shall follow the Mergers and Acquisitions Process as described on BellSouth's Interconnection Web site, AND SHALL PAY ALL CHARGES AS A RESULT OF SUCH CHANGES.

1.2.2 Tax Exemption. It is the responsibility of Express Phone to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Express Phone entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to Express Phone will not include those taxes or fees from which Express Phone is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Express Phone shall pay all applicable taxes and fees. In the event that Express Phone believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth's receipt of a properly completed exemption certificate, BellSouth shall assign to Express Phone its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from Express Phone and at Express Phone's sole expense, pursue such refund claim on behalf of Express Phone, provided that Express Phone promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Express Phone. Express Phone shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Express Phone to its customers.

1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, Express Phone shall complete the BellSouth Credit Profile

(BellSouth form) and provide information to BellSouth regarding Express Phone's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding Express Phone's credit and financial condition, BellSouth reserves the right to require Express Phone to provide BellSouth with a suitable form of security deposit for Express Phone's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or Express Phone's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Express Phone's "accounts receivables and proceeds".

1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Express Phone. Any such security deposit shall in no way release Express Phone from its obligation to make complete and timely payments of its bill(s). If BellSouth requires Express Phone to provide a security deposit, Express Phone shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to Express Phone via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's GSST.

1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Express Phone has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Express Phone or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Express Phone and BellSouth shall agree on a level of estimated billings based on all relevant information.

1.3.3 In the event Express Phone fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Express Phone may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to Express Phone's final bill for its account(s).

1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Express Phone as security under this Agreement, Express Phone shall renew such letter of credit or provide BellSouth with evidence that Express Phone has obtained a suitable replacement for the letter of credit. If Express Phone fails to

comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Express Phone accounts(s). If Express Phone provides a security deposit or additional security deposit in the form of a surety bond as required herein, Express Phone shall renew the surety bond or provide BellSouth with evidence that Express Phone has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Express Phone fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Express Phone's account(s). If the credit rating of any bonding company that has provided Express Phone with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Express Phone that Express Phone must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Express Phone fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Express Phone's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Express Phone as security hereunder if Express Phone defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Express Phone. Express Phone shall pay invoices by utilizing wire transfer services or automatic clearing house services. Express Phone shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between Express Phone and Express Phone's customer.

1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Express Phone's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 39
PARTY AT&T
DESCRIPTION 5/18 letter fr Sprint Nextel to AT&T (Described as dated 27th)
DATE 5/3/12

Sprint
Together with NEXTEL

Sprint Nextel Access Solutions
Mailstop KSOPHA0310-3B372
6330 Sprint Parkway
Overland Park, KS 66251
Office: (913) 762-4133 Fax: (913) 523-0608
Mark.G.Felton@sprint.com

Mark G. Felton
Interconnection Solutions

May 18, 2007

Electronic and Overnight Mail

Ms. Kay Lyon, Lead Negotiator
AT&T Wholesale
4 AT&T Plaza, 311 S. Akard
Room 2040.03
Dallas, Texas 75202

Mr. Randy Ham, Assistant Director
AT&T Wholesale
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

Ms. Lynn Allen-Flood
AT&T Wholesale – Contract Negotiations
675 W. Peachtree St. N.E.
34S91
Atlanta, GA 30375

Re: NPCR, Inc. d/b/a Nextel Partners adoption of "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001.

Dear Kay, Randy and Lynn:

The purpose of this letter is to notify BellSouth Telecommunications, Inc., d/b/a AT&T Southeast ("AT&T") that NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners') is exercising its right to adopt the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001 ("Sprint ICA") as amended, filed and approved in each of the 9-legacy BellSouth states[1]. Nextel Partners is exercising its right pursuant to the

[1] For the purposes of this letter, the 9 legacy BellSouth states means: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

FCC approved Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" as ordered by ("Merger Commitments") in the BellSouth – AT&T merger, WC Docket No. 06-74[2], and 47 U.S.C. § 252(i).

Nextel Partners is a wholly owned subsidiary of Sprint Nextel Corporation, as are Sprint Communications Company L.P. ("Sprint CLEC") and Sprint Spectrum L.P. ("Sprint PCS"). Although neither Nextel Partners nor Sprint CLEC consider it either necessary or required by law, to avoid any potential delay regarding the exercise of Nextel Partner's right to adopt the Sprint ICA, Sprint CLEC stands ready, willing and able to also execute the Sprint ICA as adopted by Nextel Partners in order to expeditiously implement Nextel Partners' adoption.

As AT&T is aware, all relevant state-specific differences among the 9 legacy BellSouth states are already contained within the Sprint ICA. Since the same state-specific terms are applicable to Nextel Partners on a state by state basis, there are no "state-specific pricing and performance plans and technical feasibility" issues to prevent AT&T from immediately making the Sprint ICA available within each applicable state to Nextel Partners pursuant to Merger Commitment No. 1. Likewise, since the Sprint ICA is already TRRO compliant and has an otherwise effective change of law provision, there is no issue to prevent AT&T from also making the Sprint ICA available to Nextel Partners in each applicable state pursuant to Merger Commitment No. 2.

---

[2] Merger Commitment No. 1 states:

> ***The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory,*** subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made." (Emphasis added).

Merger Commitment No. 2 states:

> The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the aground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.

Enclosed are Nextel Partners' completed AT&T forms with respect to Merger Commitment Nos. 1 and 2, with any language within such forms stricken to the extent such language is not contained within the Merger Commitments.

Also enclosed for AT&T's execution are two copies of an adoption document to implement Nextel Partner's adoption of the Sprint ICA. Please sign and return both executed documents for receipt by me no later than Tuesday, May 29, 2007. Upon receipt I will have both documents executed on behalf of Nextel Partners and return one fully executed adoption document to you. I will also cause to be filed with each of the 9 state commissions a copy of the fully executed adoption document along with a copy of the current 1,169 page Sprint ICA, as amended, which I will print off from your website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf

To the extent notice may be deemed necessary pursuant to the existing interconnection agreements between Nextel Partners and AT&T, please also consider this letter as Nextel Partners' conditional notice to terminate the existing interconnection agreements between Nextel Partners and AT&T in a given state upon acknowledgement by such state's commission that Nextel Partners has adopted the Sprint ICA. Upon such acknowledgement, the existing interconnection agreement between Nextel Partners and BellSouth Telecommunications, Inc. will then be considered terminated and superseded by the adopted Sprint ICA.

Should AT&T have any questions regarding Nextel Partners' adoption of the Sprint ICA, please do not hesitate to call.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Mark G. Felton

Enclosures

CC: Mr. Joseph M. Chiarelli, Counsel for Nextel Partners
Mr. William R. Atkinson, Counsel for Nextel Partners
Mr. Jim Kite, Interconnection Solutions

TO: . **Contract Management**
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

May 18, 2007

RE: ~~Request~~ Notice to Port Interconnection Agreement

Director – Contract Management:

Pursuant to ICA Merger Commitment 7.1 under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment 7.1"), NPCR, Inc. d/b/a Nextel Partners ("Carrier") ~~desires to~~ exercise its right to port the existing Interconnection Agreement between BellSouth Telecom, Inc. ("AT&T") and ~~Sprint Spectrum L.P.~~ Sprint Comunic. Co. L.P. & ~~Sprint Spectrum L.P.~~ in the state of AL, FL, GA, KY, LA to the state of ~~AL, FL, GA, KY, LA~~ MS, NC, SC & TN and, by this notice, requests AT&T to ~~initiate a review to~~ support this ~~request~~ exercised right. Carrier understands that pursuant to ICA Merger Commitment 7.1, porting of the Interconnection Agreement is subject to a variety of conditions including (without limitation) technical feasibility, ~~and~~ state-specific pricing, ~~terms and conditions~~ and performance plans. Carrier understands AT&T will reply in writing when its review of this porting ~~request~~ notice has been completed.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	
NOTICE CONTACT TITLE	Please see attached
STREET ADDRESS	
ROOM OR SUITE	
CITY, STATE, ZIP CODE	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
STATE OF INCORPORATION	Delaware
TYPE OF ENTITY (corporation, limited liability company, etc.)	Corporation

~~Enclose proof of certification for state requested.~~

~~Enclose documentation from Telcordia as confirmation of ACNA.~~

~~Enclose documentation from NECA as confirmation of OCN(s).~~

~~Enclose verification of type of entity and registration with Secretary of State.~~

AT&T already has any necessary, applicable information in its systems.

Form completed and submitted by: Nextel Partners

Contact number: Jim Kite @ 913-762-4281

*All requested carrier notice contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

Nextel South Corp. and Nextel West Corp. (collectively "Nextel"), and NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners")
Carrier Contact Notice Information Attachment

All AT&T notices to Nextel or Nextel Partners are to be sent to the same person(s) at the same addresses as identified in the interconnection agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. a/k/a Sprint Communications Company Limited Partnership and Sprint Spectrum L.P. (collectively "Sprint") dated January 1, 2001 ("the Sprint ICA"). Nextel and Nextel Partners understand Sprint is in the process of preparing a separate written notice to likewise provide AT&T the following updated information regarding the sending of any notices pursuant to the Sprint ICA:

For Sprint, Nextel or Nextel Partners:

Manager, ICA Solutions
Sprint
P. O. Box 7954
Shawnee Mission, Kansas 66207-0954

or

Manager, ICA Solutions
Sprint
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251
(913) 762-4847 (overnight mail only)

With a copy to:

Legal/Telecom Mgmt Privacy Group
P O Box 7966
Overland Park, KS 66207-0966

or

Legal/Telecom Mgmnt Privacy Group
Mailstop: KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251
913-315-9348 (overnight mail only)

EXH 40

DEPARTMENT OF PUBLIC SERVICE REGULATION
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MONTANA

IN THE MATTER OF The Filing of a Notice of the Making of a Bona Fide Request for Interconnection with Ronan Telephone Company by Gold Creek Cellular of Montana Limited Partnership and Verizon Wireless LLC Both d/b/a Verizon Wireless Pursuant to 47 U.S.C. §§ 251 and 252 and § 69-3-834, MCA	UTILITY DIVISION DOCKET NO. D.2007.7.86
IN THE MATTER OF The Filing of a Notice of the Making of a Bona Fide Request for Interconnection with Hot Springs Telephone Company by Gold Creek Cellular of Montana Limited Partnership and Verizon Wireless LLC Both d/b/a Verizon Wireless Pursuant to 47 U.S.C. §§ 251 and 252 and § 69-3-834, MCA	UTILITY DIVISION DOCKET NO. D.2007.7.87

TESTIMONY

OF

DON J. WOOD

ON BEHALF OF

VERIZON WIRELESS

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 40
PARTY AT&T
DESCRIPTION Testimony of Wood in Montana Docket
DATE 5/3/12

Background and Qualifications

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Don J. Wood. I am a principal in the firm of Wood & Wood, an economic and financial consulting firm. My business address is 30000 Mill Creek Avenue, Suite 395, Alpharetta, Georgia 30022. I provide economic and regulatory analysis of the telecommunications, cable, and related convergence industries with an emphasis on economic policy, competitive market development, and cost-of-service issues.

Q. PLEASE DESCRIBE YOUR BACKGROUND AND EXPERIENCE.

A. I received a BBA in Finance with distinction from Emory University and an MBA with concentrations in Finance and Microeconomics from the College of William and Mary. My telecommunications experience includes employment at both a Regional Bell Operating Company ("RBOC") and an Interexchange Carrier ("IXC").

Specifically, I was employed in the local exchange industry by BellSouth Services, Inc. in its Pricing and Economics, Service Cost Division. My responsibilities included performing cost analyses of new and existing services, preparing documentation for filings with state regulatory commissions and the Federal Communications Commission ("FCC"), developing methodology and computer models for use by other analysts, and performing special assembly cost studies.

I was employed in the interexchange industry by MCI Telecommunications Corporation, as Manager of Regulatory Analysis for the Southern Division. In this capacity I was responsible for the development and implementation of regulatory policy for operations in the southern U. S. I then served as a Manager in MCI's Economic Analysis and Regulatory Affairs Organization, where I participated in the development of regulatory policy for national issues.

//

Q. HAVE YOU PREVIOUSLY PRESENTED TESTIMONY BEFORE STATE REGULATORS?

A. Yes. I have testified on telecommunications issues before the regulatory commissions of forty-one states, Puerto Rico, and the District of Columbia. I have also presented testimony regarding telecommunications issues in state, federal, and overseas courts, before alternative dispute resolution tribunals, and at the FCC. A listing of my previous testimony is attached as Exhibit DJW-1.

Q. ARE YOU FAMILIAR WITH THE INTERCONNECTION AND INTERCARRIER COMPENSATION OBLIGATIONS SET FORTH IN THE TELECOMMUNICATIONS ACT OF 1996?

A. Yes. I have participated in state proceedings that have addressed carrier interconnection and the development of intercarrier compensation arrangements in Alabama, California, Colorado, Delaware, Florida, Georgia, Hawaii, Illinois, Kentucky, Louisiana, Maryland, Michigan, Mississippi, North Carolina, Oregon, South Carolina, Tennessee, Texas, Washington, Wyoming, the District of Columbia, Puerto Rico, and here in Montana.

While I am not an attorney and do not intend to provide legal argument or conclusions in my testimony, I am familiar with the interconnection requirements set forth in §251 of the Act and with the details of the FCC's rules for calculating the rates for intercarrier compensation rates, including reciprocal compensation for local calls, pursuant to §252 of the Act.

Purpose of Testimony

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I have been asked by Gold Creek Cellular of Montana Limited Partnership and Verizon Wireless LLC ("Verizon Wireless," or "Petitioners") to respond to the refusal of Ronan Telephone Company ("RTC") and Hot Springs Telephone Company ("HSTC") to engage in good-faith negotiations so that an interconnection agreement can be established between Verizon Wireless and each of these companies, and to specifically address the

question of whether the specific requests made by Verizon Wireless would be unduly economically burdensome, technically infeasible, or inconsistent with section 254 of the Act.[1]

Q. IS IT UNUSUAL FOR RURAL TELEPHONE COMPANIES TO ENTER INTO INTERCONNECTION AGREEMENTS WITH WIRELESS CARRIERS, INCLUDING BUT NOT LIMITED TO VERIZON WIRELESS?

A. Not at all. In the past eighteen months I have been involved in interconnection agreement arbitrations between rural ILECs and wireless carriers in Illinois, Kentucky, and Michigan, and have been involved in interconnection agreement negotiations (that, with luck, will not require arbitration in order for a final agreement to be reached) in other states. Just the few arbitrated cases have involved the development of interconnection rates and terms with about thirty different rural ILECs.[2]

Q. IN THE ILLINOIS, KENTUCKY, AND MICHIGAN CASES YOU DESCRIBED, WHICH PARTY REQUESTED ARBITRATION OF THE OUTSTANDING ISSUES ASSOCIATED WITH THE INTERCONNECTION AGREEMENT?

A. In each of these cases, it was the rural ILECs that initiated the negotiations and that ultimately requested the arbitration of outstanding issues.

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[1] In its July 18, 2007 procedural order, the Commission stated that prefiled testimony should clearly segregate testimony that is specific to either RTC or HSTC. The issues addressed in my direct testimony apply equally to both companies. Since RTC and HSTC filed joint responses to Verizon Wireless' data requests, a common set of positions and facts exists for the two companies. If company-specific facts or issues arise from the ILEC's September 5, 2007 testimony, I will segregate the discussion in my rebuttal testimony as necessary to make it clear which issues apply to each ILEC.

[2] Illinois: Hamilton County Telephone Co-op, LaHarpe Telephone Company, Inc., McDonough Telephone Cooperative, Inc., Mid-Century Telephone Cooperative, Inc., Metamora Telephone Company, Marseilles Telephone Company, and Grafton Telephone Company; Kentucky: Ballard Rural Telephone Cooperative Corporation, Inc., Duo County Telephone Cooperative Corporation, Inc., Logan Telephone Cooperative Inc., West Kentucky Rural Telephone Cooperative Corporation, North Central Telephone Cooperative Corporation, South Central Rural Telephone Cooperative Corporation, Inc., Brandenburg Telephone Company, Foothills Rural Telephone Cooperative Corporation, Inc., Gearheart Communications, Inc., Mountain Rural Telephone Cooperative Corporation, Peoples Rural Telephone Cooperative Corporation, Inc., and Thacker-Grigsby Telephone Company; Michigan: Ace Telephone Company, Barry County Telephone Company, Deerfield Telephone Company, Farmers' Telephone Company, Kaleva Telephone Company, Lennon Telephone Company, Ogden Telephone Company, Pigeon Telephone Company, The Upper Peninsula Telephone Company, and Waldron Telephone Company.

Q. TO YOUR KNOWLEDGE, HAS THEIR PARTICIPATION IN THE NEGOTIATION AND ARBITRATION OF AN INTERCONNECTION AGREEMENT CAUSED ANY OF THE RURAL ILECS LISTED ABOVE TO LOSE THEIR §251(f) EXEMPTION REGARDING ANY OBLIGATIONS SET FORTH IN §251(c) OF THE ACT?

A. No. Each of these rural ILECs entered into good faith negotiations, participated in (and even requested) arbitration of outstanding issues, and subsequently entered into interconnection agreements with wireless carriers. The fact that they have done so has in no way impacted their §251(f) exemption from any of the ILEC obligations set forth in §251(c)(2)-(6). In other words, the fact that these rural ILECs have entered into interconnection agreements with wireless carriers (through the §251/252 negotiation and arbitration process) has *not* resulted in an obligation for them provide unbundled network elements ("UNEs"), notices of network changes, or collocation, has not required them to offer services for resale at wholesale prices, and has not created a duty for them to negotiate the rates or terms for UNEs, notices of changes, collocation, or resale.

Verizon Wireless' Specific and Narrow Request

Q. WHAT EXACTLY IS VERIZON WIRELESS REQUESTING IN THE BONA FIDE REQUESTS ("BFRs") THAT IT HAS ISSUED TO RTC AND HSTC?

A. As Ms. Bacigalupi explains in her testimony, Verizon Wireless has compiled a narrow list of specific requests: Verizon Wireless is requesting that RTC and HSTC engage in good-faith negotiations to develop the rates and terms of an interconnection agreement that would implement the obligations of §251(a) and (b) of the Act (obligations that RTC and HSTC have, and will continue to have, even with a §251(f) exemption). The interconnection agreement that Verizon Wireless seeks from these companies would contain the terms of interconnection (per §251(a)(1)), would provide for dialing parity (§251(b)(3)), and would establish rates and terms for reciprocal compensation (§251(b)(5)).

Q. WHAT IS VERIZON WIRELESS EXPLICITLY *NOT* REQUESTING FROM RTC AND HSTC?

A. As Ms. Bacigalupi makes clear, Verizon Wireless is seeking to establish direct interconnection with RTC (through which it will interconnect with both RTC and HSTC) pursuant to § 251(a), but is *not* seeking to have these interconnection facilities provided by RTC at rates other than RTC's existing tariffed rates.[3] Verizon Wireless is also explicitly *not* seeking to have RTC or HSTC meet the additional §251(c) obligations to provide unbundled network elements, notices of changes, the resale of services, or collocation.

Standards to be Applied

Q. HOW SHOULD ANY POTENTIAL IMPACT OF VERIZON WIRELESS' REQUEST ON RTC AND HSTC BE EVALUATED?

A. Any potential impact should be limited to that which could reasonably be expected to be *caused* by Verizon Wireless' specific and narrow request. Whether or not RTC and HSTC would be impacted if some other set of obligations were to be imposed on them is not the proper subject of this proceeding.

Q. WHAT STANDARDS APPLY TO THE COMMISSION'S CONSIDERATION OF VERIZON WIRELESS' REQUEST?

A. As stated in the Commission's July 18, 2007 Order, "the Commission must determine whether *the Verizon requests* of Ronan (in D.2007.7.87) and of Hot Springs (in D.2007.7.86) are not unduly economically burdensome, are technically feasible, and are consistent with 47 U.S.C. 254" (emphasis added).[4]

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[3] While Verizon Wireless is requesting that the amount billed by RTC reflect any joint use of the facility, it is *not* requesting that the facility be provided at rates priced at forward-looking economic cost pursuant to §252.

[4] Of course, the separate question of whether some set of obligations that are *not* contained in "the Verizon request" are not unduly economically burdensome, are technically feasible, and are consistent with 47 U.S.C. 254 is not before the Commission.

The Limited Requests of Verizon Wireless Would Not Create an Undue Economic Burden for RTC or HSTC

Q. ARE THE LIMITED REQUESTS BEING MADE BY VERIZON WIRELESS UNDULY ECONOMICALLY BURDENSOME FOR RTC OR HSTC?

A. No. I have considered the various possible avenues for such an economic burden, but have been unable to identify any scenario in which RTC and HSTC would suffer undue economic harm, and in most (if not all) scenarios the ILECs would actually be better off economically if an interconnection agreement is established.

First, I considered whether the negotiation process itself could somehow represent an undue economic burden. Second, I considered whether RTC and HSTC would be incurring additional costs to perform the functions requested by Verizon Wireless. Third, I considered whether the requested interconnection could somehow have secondary economic effects on RTC and HSTC. Finally, I considered whether granting Verizon Wireless' specific and narrow requests in this proceeding would somehow expose RTC and HSTC to other burdens and other costs.

Q. WOULD THE PROCESS OF NEGOTIATING IN GOOD FAITH CREATE AN UNDUE ECONOMIC BURDEN FOR RTC AND HSTC?

A. This seems highly unlikely for several reasons.

First, my experience suggests that this need not be the case. I have participated in well over fifty interconnection agreement negotiations, and while some of those negotiations – particularly, those with a large number (sometimes a hundred or more) of outstanding issues have certainly been resource-intensive, those with a limited number of issues have not been. In this case, the list of outstanding issues would be quite short. The parties appear to be in agreement regarding the type of interconnection and the location of the point of interconnection. Verizon Wireless is also seeking to include language regarding RTC's and HSTC's commitment to provide dialing parity, but this

obligation already exists for both companies so the interconnection agreement language ought to be non-controversial. The outstanding issues appear to be limited to the rates and terms of reciprocal compensation, and reaching consensus on these rates and terms need not be resource-intensive.

Second, as Ms. Bacigalupi points out, in her testimony (and in Exhibit MB-7), RTC and HSTC have already engaged in some negotiations with Verizon Wireless, apparently without finding those negotiations to be unduly economically burdensome.[5]

Finally, it is my understanding that RTC and HSTC have been litigating intercarrier compensation issues for the past several years.[6] While RTC and HSTC have to date refused to respond to Verizon Wireless' inquiries regarding the cumulative cost of that litigation, it is difficult to believe that this previously-pursued litigation strategy is a more efficient way to create a reciprocal compensation rate than simply negotiating and signing an interconnection agreement. My experience certainly suggests that it would not be.[7]

Q. WOULD RTC AND HSTC BE INCURRING ADDITIONAL COSTS, BEYOND THOSE ALREADY BEING INCURRED, IN ORDER TO PERFORM THE FUNCTIONS THAT VERIZON WIRELESS IS SEEKING TO HAVE MADE THE SUBJECT OF AN INTERCONNECTION AGREEMENT?

A. No. This an extremely puzzling part of RTC's and HSTC's response to Verizon Wireless' requests for negotiation to date. The interconnection agreement sought by Verizon Wireless would generate new revenues for RTC and HSTC, while creating no new obligations – and therefore no new costs – for those companies.

[5] RTC and HSTC refer to some of these discussions in their joint response to Verizon-002.

[6] RTC and HSTC refer to this litigation in their joint response to Verizon-002. Rulings illustrating RTC's and HSTC's lack of success with the litigation strategy are attached to Ms. Bacigalupi's testimony.

[7] As I will explain later in my testimony, the FCC has changed its rules in order to give the rural ILECs the ability to seek the negotiation (and arbitration) of an interconnection agreement with wireless carriers. The §252 negotiation/arbitration process now represents the only avenue available to rural ILECs if they wish to receive monetary compensation for the transport and termination of traffic originated on the network of a wireless carrier.

Verizon Wireless is seeking to establish a point of interconnection, but is willing to pay to RTC and HSTC their (presumably fully compensatory, if not outright profitable) tariffed rates for the necessary facilities. Verizon Wireless is seeking to include language regarding dialing parity, but this obligation exists independently for RTC and HSTC and no new obligation, beyond that already present in §251(b)(3), would be created by the interconnection agreement for either ILEC. Finally, Verizon Wireless is seeking to establish the rates and terms for reciprocal compensation (for calls originated by Verizon Wireless customers and terminated to ILEC customers, or *vice versa*), but both RTC and HSTC are already performing the task of completing these calls today (as they must) and are doing so without receiving any monetary compensation. In summary, there is no reason to expect that operating pursuant to the interconnection agreement sought by Verizon Wireless would have a negative economic impact on RTC or HSTC, and the net economic impact is very likely to be positive.

Q. COULD THE REQUESTED INTERCONNECTION SOMEHOW HAVE SECONDARY ECONOMIC EFFECTS ON RTC AND HSTC?

A. No. In similar proceeding in other states, regulators have considered whether the entry of a CLEC using discounted service resale, unbundled network elements, and/or collocation could have an impact on the rural ILECs customer base significant enough to create economic harm.[8] It is important to note, though, that no such requests are being made in this case and no new market entry is occurring. Verizon Wireless is explicitly *not* seeking resale, UNEs, or collocation, and is already providing service in the areas served by RTC and HSTC. There simply is no "loss of customer base" issue in this proceeding (as there could be if CLEC entry were being contemplated), and correspondingly no economic impact on the ILECs.

[8] The answer to this question has largely been "no," even in cases where such entry would have been made possible by the interconnection agreement being sought and in which the ILEC faced the possible loss of some portion of its customer base.

Q. WILL GRANTING VERIZON WIRELESS' SPECIFIC AND NARROW REQUESTS IN THIS PROCEEDING SOMEHOW EXPOSE RTC AND HSTC TO OTHER BURDENS AND OTHER COSTS?

A. No. Verizon Wireless is seeking a narrow lifting of specific elements of RTC's and HSTC's §251(f) exemption. It is the potential impact, if any, of this specific and limited request that is at issue.[9] Granting Verizon Wireless' specific request would in no way be the equivalent of some global elimination of RTC's and HSTC's rural exemption, nor would it create obligations for these companies to meet all of the requirements of §251(c).

Q. HAS VERIZON WIRELESS ASKED RTC AND HSTC TO IDENTIFY ANY AND ALL SOURCES OF UNDUE ECONOMIC BURDEN THAT THEY BELIEVE MIGHT ARISE FROM VERIZON WIRELESS' REQUEST?

A. Yes. In response to these inquiries, RTC and HSTC have identified two areas of potential economic harm.

Q. WHAT IS THE FIRST SOURCE OF UNDUE ECONOMIC BURDEN THAT RTC AND HSTC CLAIM WOULD ARISE FROM VERIZON WIRELESS' REQUEST?

A. RTC and HSTC first assert that "if the negotiations lead to the provision of services at rates below the full costs of providing the service, [Verizon Wireless] will utilize the network and facilities of respondents without adequate compensation and constitute an undue economic drain on the Respondents."[10] There are only two "services" whose pricing would be at issue in the requested interconnection agreement: the interconnection facility and the task of transport and terminating calls originated on the network of Verizon Wireless.

[9] As the Commission correctly framed the issue in its July 18, 2007 Order, the question is whether "the Verizon request" of RTC and HSTC would be unduly economically burdensome, technically feasible, and consistent with §254.

[10] RTC and HSTC response to Verizon-001.

In terms of the interconnection facility, Verizon Wireless has already agreed pay RTC's tariffed rate, subject only to an adjustment to reflect any usage of the facility by RTC and HSTC. There is no reason whatsoever to believe that RTC's access rates are "below the full costs of providing the service," so there is no possibility that RTC would be "without adequate compensation" or suffering "an undue economic drain." Based on their joint response to Verizon Wireless' data request, it does not appear that RTC and HSTC have any objection to providing the facility for direct interconnection so long as "timely payments are made pursuant to the tariffs."[11]

In terms of the task of transporting and terminating calls made to one of its customers by the customer of Verizon Wireless, RTC and HSTC currently receive no monetary compensation at all for performing this task. While an effective rate of $0 may be "below the full costs of providing the service," it must logically follow that any rate above $0 would represent at least some economic benefit to RTC and HSTC. The ILECs will be performing the same transport and termination tasks that they perform today – and will be incurring the same costs to do so – but when operating pursuant to the interconnection agreement sought by Verizon Wireless they would be receiving additional revenues in the form of reciprocal compensation in order to recover these costs. Increasing revenues while costs remain unchanged just isn't a recipe for "undue economic harm."

Of course, if reciprocal compensation rates are established according to the FCC's pricing rules there is no reason to believe that these rates would be "below the full costs of providing the service" experienced by RTC and HSTC. The pricing methodology for reciprocal compensation would permit the ILECs to recover the "full costs" that an efficient carrier (with the same network arrangement and operating in the same

[11] See RTC and HSTC joint response to Verizon-014.

geographic area) would incur to perform the necessary transport and termination tasks.[12] The reciprocal compensation rates that would be developed through negotiation (and if necessary, arbitration) would permit RTC and HSTC to recover "the full costs of providing the service," and the ILECs would in no way be "without adequate compensation," nor would they suffer "an undue economic drain." To the contrary, any existing "economic drain" that may currently exist for the transport and termination costs that are being incurred, while no corresponding reciprocal compensation revenues are being received, would be eliminated in the proposed interconnection agreement.

Q. WHAT IS THE SECOND SOURCE OF UNDUE ECONOMIC BURDEN THAT RTC AND HSTC CLAIM WOULD ARISE FROM VERIZON WIRELESS' REQUEST?

A. RTC and HSTC next argue that "if Respondents pursued negotiations with Verizon Wireless under 252(a) – in direct violation of 251(f)(1) – the Respondents' exposure could extend far beyond the duties in Section 251(b). Even if negotiations were to result in a rate which is sufficient for the services provided to Verizon Wireless, other financially burdensome obligations may ensue. For instance, HSTC and/or RTC may be required to offer Unbundled Network Elements, Resale (at wholesale discounts), and Collocation."

As I understand it, RTC and HSTC are concerned that Verizon Wireless' specific, limited request would in fact be the equivalent of a complete elimination of all of the ILECs' exemptions pursuant to §251(f)(1). While I am not an attorney and cannot provide a legal opinion, I can say that RTC's and HSTC's interpretation is directly at

[12] In reality, the FCC's methodology is likely to be more than fully compensatory for RTC and HSTC. Because the "increment" in the FCC's incremental cost methodology is a complete network with sufficient capacity to meet all current demand, this methodology is effectively an "average unit cost" methodology. If facilities for the transport and termination of calls are in place with sufficient available capacity, RTC and HSTC may incur a marginal cost that is at or near zero, while receiving revenues based on the FCC's methodology that attributes costs based on the proportion of capacity used. As a result, the FCC's pricing methodology can lead to a very profitable result, particularly for smaller ILECs whose capacity needs are less than the minimum scalable size of the network facilities and equipment that they use.

odds with my experience in other states and is inconsistent with both my understanding of §251(f) of the Act and my understanding of FCC and court decisions on this issue. In addition, the actions of numerous rural ILECs across the country are inconsistent with RTC's and HSTC's interpretation – these other rural ILECs continue to seek to engage in the §252 negotiation and arbitration process to develop rates and terms for reciprocal compensation, and are doing so without incurring any of the obligations set forth in §251(c)(2)-(6).

The data request response cited above states in part that if RTC and HSTC took part in the negotiation of an interconnection agreement, that such an act would constitute a "violation" of §251(f)(1). This is a puzzling position; my understanding of §251(f)(1) is that rural ILECs are exempt from the requirements of §251(c) unless and until a state regulator, following the process outlined in §251(f)(1)(B), decides otherwise. It is unclear how this section could be "violated," and there is no language even suggesting that a decision to negotiate under §251(c)(1) – subject to the arbitration process – would somehow result in the elimination of the exemptions for §251(c)(2)-(6) requirements.[13]

Even if RTC's and HSTC's interpretation is correct, there appears to be a straight-forward remedy available that would allay all of the stated concerns. §251(f)(2) permits a rural ILEC to petition a state regulator for a suspension or modification of the requirements of §251(b) or (c), and for the state regulator to grant such a petition under certain circumstances. RTC and HSTC could negotiate in good faith with Verizon Wireless to establish all of the rates and terms being requested, enter into that interconnection agreement, and petition the Commission for a suspension of any "other

[13] I understand that the Commission has decided that §251(f)(1) prevents negotiation and arbitration under the 1996 Act to implement §251(b) obligations unless the exemption is lifted. In my experience this is unusual. Other state commissions have generally found that the negotiation and arbitration process is an appropriate way to implement §251(a) and §251(b) without considering the rural exemption. In addition, as noted above, few rural ILECs are opposed to using this process.

financially burdensome obligations" that "may ensue," including any requirement to offer Unbundled Network Elements, Resale (at wholesale discounts), and Collocation."

Q. ARE YOU AWARE OF ANY COURT DECISIONS THAT SUPPORT THE §251(f)(2) PROCESS THAT YOU DESCRIBE?

A. Yes. In a recent case, the Virgin Islands Public Service Commission (VIPSC) received a petition by a CLEC to terminate the §251(f)(1) exemption of a rural ILEC with regard to all of the §251(c) requirements. The VIPSC sought to reach a compromise by first deciding not to lift the exemption pursuant to requirements of §251(f)(1)(B), but then requiring the rural ILEC to meet a subset of the §251(c) obligations. On appeal, the United States District Court remanded the decision because it found that the VIPSC could have reached this compromise, but should have done so by first lifting the §251(f)(1) exemption, and then applying limits to the rural ILEC's obligations pursuant to the §251(f)(2) process:

> As the Hearing Examiner left it, [ILEC] retained its exemption while losing some of the benefits of its exemption by being forced to provide price and volume discounts to [CLEC]. Section 251(f)(2) requires a different approach. Under §251(f)(2), once the PSC terminated [ILEC's] exemption, [ILEC] would have been able to petition the PSC to maintain some of exemption's protections. If the PSC opted to terminate [ILEC's] exemption, [ILEC] would presumably be able to file a petition under 47 USC §251(f)(2) for suspension or modification of the application of §251(b) and (c) requirements. The unambiguous structure of §251 therefore could allow the PSC to do exactly what it did before but in a different way. While the Hearing Examiner left the exemption intact and then removed some of the protections it afforded [ILEC], §251(f)(2) contemplates the removal of the exemption and then offering additional protections to the local exchange carriers.[14]

While the facts in this case are different – Verizon Wireless is not seeking to have the Commission lift the ILECs' exemptions to meet *all* of the §251(c) obligations, but is

[14] United States District Court for the District of the Virgin Islands, Division of St. Thomas and St. John, Civil Action No. 02-0061(STT), July 15, 2005. 2005 U.S. Dist. LEXIS 15061, Section V.A.

instead making a much more limited request – the point is that even under RTC's and HSTC's unique (and I believe flawed) interpretation, a clear remedy exists for the "undue economic harm" scenario that they identify. The Commission could lift RTC's and HSTC's rural exemption pursuant to §251(f)(1), and then grant a §251(f)(2) petition by the ILECs to suspend their obligations to provide §251(c)(3) (UNEs), §251(c)(4) (resale at wholesale rates), and 251(c)(6) (collocation). This approach would eliminate any remote possibility that any "other financially burdensome obligations may ensue" for RTC and HSTC.

Q. YOU STATED THAT RTC'S AND HSTC'S INTERPRETATION OF THE ACT IS INCONSISTENT WITH THE ACTIONS OF OTHER RURAL ILECS ACROSS THE COUNTRY. PLEASE EXPLAIN.

A. As I described in the first section of my testimony, I have direct experience with about thirty rural ILECs who just in the past two years have sought arbitration of reciprocal compensation rates for the transport and termination of traffic that they exchange with wireless carriers, including but not limited to Verizon Wireless. I also have direct experience with other rural ILECs who have initiated and successfully negotiated reciprocal compensation rates without the need for arbitration. All of these other rural ILECs appear to have been able to have this narrow issue addressed through negotiation and arbitration without exposing themselves to any "financially burdensome obligations" set forth in §251(c), and I know of no reason why RTC and HSTC could not do likewise.

Q. IS THE POSITION OF RTC AND HSTC THAT ENTERING INTO THE §252 NEGOTIATION AND ARBITRATION PROCESS WOULD CONSTITUTE A "VIOLATION" OF §251(f)(1) CONSISTENT WITH THE LANGUAGE OF FCC ORDERS ON THE SUBJECT?

A. No. In a 2005 Order, the FCC concluded that interconnection agreements, and not ILEC tariffs, represent the best mechanism for permitting rural ILECs to receive monetary

compensation for performing the transport and termination functions for calls originating on the network of a wireless carrier:

> In light of our decision to prohibit the use of tariffs to impose termination charges on non-access traffic, we find it necessary to ensure that LECs have the ability to compel negotiations and arbitrations, as CMRS providers may do today. Accordingly, we amend section 20.11 of our rules to clarify that an incumbent LEC may request interconnection from a CMRS provider and invoke the negotiation and arbitration procedures set forth in section 252 of the Act.[15]

Q. DID THE FCC REQUIRE RURAL ILECS TO GIVE UP THEIR §251(f)(1) EXEMPTIONS IN ORDER TO AVAIL THEMSELVES OF THE §252 NEGOTIATION/ARBITRATION PROCESS?

A. No. As required by the Regulatory Flexibility Act of 1980, the FCC performed a thorough analysis of the regulatory impacts on all of the types of carriers impacted by the above-cited Order,[16] including the rural ILECs. The FCC's analysis of any new requirements to be placed on both rural ILECs and wireless carriers is as follows:

> In this Order, the Commission adopts new rules that prohibit incumbent LECs from imposing non-access compensation obligations pursuant to tariff, and permit LECs to compel interconnection and arbitration with CMRS providers.[17] Under the new rules, CMRS providers and LECs, including small entities, must engage in interconnection agreement negotiations and, if requested, arbitrations in order to impose compensation obligations for non-access traffic.[18] The record suggests that many incumbent LECs and CMRS providers, including many small and rural carriers, already participate in interconnection negotiations and the state arbitration process under the current rules. For these carriers, our new rules will not result in any additional compliance requirements. For LECs that have imposed compensation obligations for non-access traffic pursuant to state tariffs, however, the amended rules require that these LECs, including small entities, participate in interconnection negotiations

[15] Declaratory Ruling and Report and Order, CC Docket No. 01-92, FCC 05-42, released February 24, 2005, ¶16.

[16] This analysis is attached to the order as Appendix D.

[17] *See supra* paras. 14-16.

[18] *See supra* para. 14 (prohibiting the use of tariffs to impose non-access compensation obligations).

> and, if requested, the state arbitration process in order to impose compensation obligations. Conversely, the new rules obligate CMRS providers, including small entities, to participate in a negotiation and arbitration process upon a request by incumbent LECs.[19]

In this paragraph, the FCC notes that rural ILECs may incur the additional requirement to "participate in interconnection negotiations and, if requested, the state arbitration process in order to impose compensation obligations." Conspicuously absent from the FCC's analysis of the regulatory impact on rural ILECs is any suggestion whatsoever that rural ILECs who engage in this process (whether initiated by the rural ILEC or by a wireless carrier) will have imposed upon them the additional requirements set forth in §251(c)(2)-(6).

Q. IS THERE ANY REASON TO BELIEVE THAT WHEN PROVIDING RURAL ILECS WITH THE ABILITY TO COMPEL §252 NEGOTIATIONS AND ARBITRATIONS THAT THE FCC INTENDED TO REQUIRE THOSE RURAL ILECS TO GIVE UP THEIR §251(f)(1) EXEMPTION?

A. None at all. That kind of regulatory impact would surely have been addressed in the FCC order and corresponding rule changes. The language of the FCC's Order is fully consistent with the actions of other rural ILECs across the country who have participated in §252 negotiations/arbitrations without any impact on their respective §251(f)(1) exemptions, and inconsistent with the claims of RTC and HSTC.

The Limited Requests of Verizon Wireless are Technically Feasible

Q. IS THERE ANY DISPUTE BETWEEN THE PARTIES REGARDING THE TECHNICAL FEASIBILITY OF VERIZON WIRELESS' REQUEST?

A. The answer appears to be "no." In their joint responses to Verizon Wireless' data requests, RTC and HSTC indicated that there is no technical impediment to engaging in a negotiation, and if necessary the §252(b) arbitration process, with Verizon Wireless to

[19] Appendix D to FCC 05-42, ¶17.

address the identified issues.[20] With regard to the question of establishing a direct interconnection facility, RTC and HSTC responded in response to Verizon-011 that "it is not technically infeasible to establish a direct local interconnection at Respondents' tandem switch, or at reasonably accessible locations with respondents' local exchange areas." Finally, Verizon Wireless is also requesting that rates and terms for reciprocal compensation be established, but RTC and HSTC are currently performing the technical functions associated with the transport and termination of traffic (and have been doing so for several years). It would certainly be technically feasible for them to continue to do so, particularly since the only change would be the fact that they would now be receiving revenue for doing so.[21]

The Limited Requests of Verizon Wireless are Fully Consistent with §254 of the Act

Q. PLEASE DESCRIBE THE STATED OBJECTIVES OF §254.

A. In their joint response to Verizon-012, RTC and HSTC identify §254(b)(1), (2), and (3) as the sections with which Verizon Wireless' request is inconsistent. The text of these sections is as follows:

> (b) UNIVERSAL SERVICE PRINCIPLES- The Joint Board and the Commission shall base policies for the preservation and advancement of universal service on the following principles:
>
> (1) QUALITY AND RATES- Quality services should be available at just, reasonable, and affordable rates.
>
> (2) ACCESS TO ADVANCED SERVICES- Access to advanced telecommunications and information services should be provided in all regions of the Nation.

[20] See RTC and HSTC joint response to Verizon-010.

[21] Verizon Wireless is also seeking to have RTC's and HSTC's §251(b)(3) obligations regarding dialing parity covered in the requested interconnection agreement, but this obligation (and the necessity of technically implementing it) exists independently of Verizon Wireless' request in this proceeding.

(3) ACCESS IN RURAL AND HIGH COST AREAS- Consumers in all regions of the Nation, including low-income consumers and those in rural, insular, and high cost areas, should have access to telecommunications and information services, including interexchange services and advanced telecommunications and information services, that are reasonably comparable to those services provided in urban areas and that are available at rates that are reasonably comparable to rates charged for similar services in urban areas.

Q. WOULD ANY OF THESE OBJECTIVES BE THREATENED IF RTC AND HSTC ENGAGE IN THE §252 NEGOTIATION AND ARBITRATION PROCESS WITH VERIZON WIRELESS IN ORDER TO ESTABLISH AN INTERCONNECTION AGREEMENT WITH THE REQUESTED SCOPE?

A. Not in any way. To the contrary, it appears that the net result may be a positive one for the advancement of the universal service principles set forth in §254(b).

Q. HAVE RTC AND HSTC MADE ANY SPECIFIC CLAIMS REGARDING THE CONSISTENCY OF VERIZON WIRELESS' SPECIFIC AND LIMITED REQUESTS WITH THE OBJECTIVES SET FORTH IN §254?

A. No. They have made several very high-level claims but have provided no foundation for those claims. For example, RTC and HSTC assert that if they were to engage in the requested negotiations with Verizon Wireless, the result of those negotiations "could impinge upon the goals of universal service enumerated in Section 254."[22] The salient question, of course, is "How?"

When asked to identify (with specificity) any reasons why Verizon Wireless' request is inconsistent with §254, RTC and HSTC provided a single example: any rate arrived at through the requested negotiations or arbitration that is "below the actual cost to provide the service" would, in addition to creating an undue economic burden, "fail to adequately support the provision of universal service." But as I explained previously in my testimony, this scenario is highly unlikely. For the interconnection facility, Verizon

[22] For example, see RTC and HSTC joint responses to Verizon-001, 005, and 006

Wireless has agreed to pay RTC's tariffed rate (subject only to an offset to reflect any use of this common facility by RTC). The tariffed rate for this facility is not "below actual cost." For reciprocal compensation, the FCC methodology would not result in a rate that is "below actual cost," and in fact could result in a rate that is above RTC's and HSTC's "actual cost to provide" the required transport and termination functions. In addition, it is important to note that RTC and HSTC are currently providing these call transport and termination functions while receiving no compensation at all, yet they have offered no evidence that objectives of §254 that they cite are being threatened. Surely the ILECs are not claiming that the increase in revenue that would occur pursuant to the requested interconnection agreement represents such a threat.

Q. WILL THE REQUESTED INTERCONNECTION AGREEMENT IMPACT ANY OF THE OTHER SERVICE REVENUES RECEIVED BY RTC AND HSTC?

A. Not negatively, though there is some possibility of a positive impact. In other state proceedings in which the lifting of a rural ILEC's §251(f)(1) exemptions have been at issue, state regulators have addressed the question of how the rural ILEC's revenues might be impacted by the entry of a CLEC using resale, UNEs, and collocation in order to directly compete for the ILEC's end user customers. That is not the case here: Verizon Wireless is not requesting interconnection terms that will result in the market entry of a new competitor, but instead is simply attempting to create financial certainty in geographic markets where it already provides service. Verizon Wireless' request will not cause RTC or HSTC to lose customers or revenues.

Q. BOTH RTC AND HSTC BOTH CURRENTLY RECEIVE FEDERAL UNIVERSAL SERVICE SUPPORT. WILL VERIZON WIRELESS' REQUEST IMPACT IN ANY WAY THE AMOUNT OF SUPPORT THAT THEY RECEIVE?

A. Not at all. The amount of federal USF support received by RTC and HSTC is a function of the costs that they report according to the FCC's modified embedded cost formula.

There is no way that establishing a direct interconnection facility with Verizon Wireless and agreeing to the rates and terms for reciprocal compensation can have any impact on this amount whatsoever. Even if RTC's and HSTC's entire §251(f)(1) exemption were to be lifted with regard to all §251(c) obligations (something not being sought in this case), they would still receive exactly the same level of federal USF support.

Q. PLEASE SUMMARIZE THE IMPACT OF VERIZON WIRELESS' REQUEST ON THE OBJECTIVES OF §254.

A. In short, there won't be any. While RTC and HSTC have offered a vague pronouncement that the rates that would be contained in the requested interconnection agreement would somehow "fail to adequately support the provision of universal service," three inescapable facts remain:

1. Verizon Wireless' request will not result in the entry of a new competitor for the ILECs' services, and there will be no new threat to any RTC or HSTC service revenues,

2. The amount of federal USF support available to RTC and HSTC will not be impacted in any way, and

3) RTC and HSTC will begin to receive additional revenue for providing call transport and termination functions that they perform today without monetary compensation; i.e. they will get more money, not less.

For the people who live and work in the geographic areas served by RTC and HSTC, there will be no threat to the quality of services or the rates that they pay (though the additional revenue received by RTC and HSTC could create an opportunity for an increase in service quality or a decrease in rates), access to advanced services will not be threatened (though it may be enhanced), and their access to "telecommunications and information services" that are comparable to those provided in urban areas will not be reduced (though it may be increased).

//

Q. CAN THE COMMISSION SAFELY CONCLUDE THAT VERIZON WIRELESS' SPECIFIC AND LIMITED REQUEST IS NOT UNDULY ECONOMICALLY BURDENSOME, TECHNICALLY FEASIBLE, AND CONSISTENT WITH 47 U.S.C. 254?

A. For all of the reasons described above, yes. The puzzle that I have been unable to solve is why RTC and HSTC have not themselves sought to negotiate (and if necessary initiate the §252 negotiation and arbitration process) with Verizon Wireless in order to establish the rates and terms at issue in this case.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of August, 2007, a true and correct copy of the foregoing was this day emailed and deposited in the United States mail, postage prepaid, addressed to:

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Exhibit DJW-1

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CURRENT EMPLOYMENT

Don J. Wood is a principal in the firm of Wood & Wood. He provides economic, financial, and regulatory analysis services in telecommunications and related convergence industries, specializing in economic policy related to the development of competitive markets, inter-carrier compensation, and cost of service issues. In addition, Mr. Wood advises industry associations on regulatory and economic policy and assists investors in their evaluation of investment opportunities in the telecommunications industry. The scope of his work has included wireline and wireless communications, data services, and emerging technologies.

As a consultant, Mr. Wood has assisted his clients in responding to the challenges and business opportunities of the industry both before and subsequent to the Telecommunications Act of 1996. Prior to his work as a consultant, Mr. Wood was employed in a management capacity at a major Local Exchange Company and an Interexchange Carrier. He has been directly involved in both the development and implementation of regulatory policy and business strategy.

In the area of administrative law, Mr. Wood has presented testimony before the regulatory bodies of forty-two states, the District of Columbia, and Puerto Rico, and has prepared comments and testimony for filing with the Federal Communications Commission. The subject matter of his testimony has ranged from broad policy issues to detailed cost and rate analysis.

Mr. Wood has also presented testimony in state, federal, and overseas courts regarding business plans and strategies, competition policy, inter-carrier compensation, and cost of service issues. He has presented studies of the damages incurred by plaintiffs and has provided rebuttal testimony to damage calculations performed by others. Mr. Wood has also testified in alternative dispute resolution proceedings conducted pursuant to both AAA and CPR rules.

Mr. Wood is an experienced commercial mediator and is registered as a neutral with the Georgia Office of Dispute Resolution.

PREVIOUS INDUSTRY EMPLOYMENT

Klick, Kent & Allen/FTI Consulting, Inc.
Regional Director.

GDS Associates, Inc.
Senior Project Manager.

MCI Telecommunications Corporation
Manager of Regulatory Analysis, Southeast Division.
Manager, Corporate Economic Analysis and Regulatory Affairs.

BellSouth Services, Inc.
Staff Manager.

EDUCATION

Emory University, Atlanta, Ga.
BBA in Finance, with Distinction.

College of William and Mary, Williamsburg, Va.
MBA, with concentrations in Finance and Microeconomics.

Exhibit DJW-1

TESTIMONY - STATE REGULATORY COMMISSIONS:

Alabama Public Service Commission

Docket No. 19356, Phase III: Alabama Public Service Commission vs. All Telephone Companies Operating in Alabama, and Docket 21455: AT&T Communications of the South Central States, Inc., Applicant. Application for a Certificate of Public Convenience and Necessity to Provide Limited IntraLATA Telecommunications Service in the State of Alabama.

Docket No. 20895: In Re: Petition for Approval to Introduce Business Line Termination for MCI's 800 Service.

Docket No. 21071: In Re: Petition by South Central Bell for Introduction of Bidirectional Measured Service.

Docket No. 21067: In Re: Petition by South Central Bell to Offer Dial Back-Up Service and 2400 BPS Central Office Data Set for Use with PulseLink Public Packet Switching Network Service.

Docket No. 21378: In Re: Petition by South Central Bell for Approval of Tariff Revisions to Restructure ESSX and Digital ESSX Service.

Docket No. 21865: In Re: Petition by South Central Bell for Approval of Tariff Revisions to Introduce Network Services to be Offered as a Part of Open Network Architecture.

Docket No. 25703: In Re: In the Matter of the Interconnection Agreement Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 25704: In Re: Petition by AT&T Communications of the South Central States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE South Incorporated and CONTEL of the South, Inc. Concerning Interconnection and Resale under the Telecommunications Act of 1996.

Docket No. 25835: In Re: Petition for Approval of a Statement of Generally Available Terms and Conditions Pursuant to §252(f) of the Telecommunications Act of 1996 and Notification of Intention to File a §271 Petition for In-Region InterLATA Authority with the Federal Communications Commission Pursuant to the Telecommunications Act of 1996.

Docket No. 26029: In Re: Generic Proceeding - Consideration of TELRIC Studies.

Docket No. 25980: Implementation of the Universal Support Requirements of Section 254 of the Telecommunications Act of 1996.

Docket No. 27091: Petition for Arbitration by ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 27821: Generic Proceeding to Establish Prices for Interconnection Services and Unbundled Network Elements.

Docket Nos. 27989 and 15957: BellSouth "Full Circle" Promotion and Generic Proceeding Considering the Promulgation of Telephone Rules Governing Promotions.

Docket No. 28841: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 29075: Petition of CenturyTel to Establish Wholesale Avoidable Cost Discount Rates for Resale of Local Exchange Service.

Docket No. 29054: IN RE: Implementation of the Federal Communications Commission's Triennial Review Order (Phase II – Local Switching for Mass Market Customers).

Docket No. 29172: Southern Public Communication Association, Complainant, and BellSouth Telecommunications, Inc., Defendant.

The Regulatory Commission of Alaska

Case No. U-02-039: In the Matter of Request by Alaska Digitel, LLC for Designation as a Carrier Eligible To Receive Federal Universal Service Support Under the Telecommunications Act of 1996.

Case No. U-04-62: In the Matter of the Request by Alaska Wireless Communications, LLC For Designation as a Carrier Eligible to Receive Federal Universal Service Support Under the Telecommunications Act of 1996.

Arkansas Public Service Commission

Docket No. 92-337-R: In the Matter of the Application for a Rule Limiting Collocation for Special Access to Virtual or Physical Collocation at the Option of the Local Exchange Carrier.

Public Utilities Commission of the State of California

Rulemaking 00-02-005: Order Instituting Rulemaking on the Commission's Own Motion into Reciprocal Compensation for Telephone Traffic Transmitted to Internet Service Provider Modems.

Application Nos. 01-02-024, 01-02-035, 02-02-031, 02-02-032, 02-02-034, 02-03-002: Applications for the Commission to Reexamine the Recurring Costs and Prices of Unbundled Network Element Costs Pursuant to Ordering Paragraph 11 of D.99-11-050.

Application No. 05-02-027: In the Matter of the Joint Application of SBC Communications Inc. ("SBC") and AT&T Corp. ("AT&T") for Authorization to Transfer Control of AT&T Communications of California (U-5002), TCG Los Angeles, Inc. (U-5462), TCG San Diego (U-5389), and TCG San Francisco (U-5454) to SBC, Which Will Occur Indirectly as a Result of AT&T's Merger With a Wholly-Owned Subsidiary of SBC, Tau Merger Sub Corporation.

Application No. 05-04-020: In the Matter of the Joint Application of Verizon Communications Inc. ("Verizon") and MCI, Inc. ("MCI") to Transfer Control of MCI's California Utility Subsidiaries to Verizon, Which Will Occur Indirectly as a Result of Verizon's Acquisition of MCI.

Public Utilities Commission of the State of Colorado

Docket No. 96A-345T: In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and US West Communications, Inc., Pursuant to 47 U.S.C. Section 252. Docket No. 96A-366T: In the Matter of the Petition of MCIMetro Access Transmission Services, Inc., for Arbitration Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with US West Communications, Inc. (consolidated).

Docket No. 96S-257T: In Re: The Investigation and Suspension of Tariff Sheets Filed by US West Communications, Inc., with Advice Letter No. 2608 Regarding Proposed Rate Changes.

Docket No. 98F-146T: Colorado Payphone Association, Complainant, v. US West Communications, Inc., Respondent.

Docket No. 02A-276T: In the Matter of the Application of Wiggins Telephone Association for Approval of its Disaggregation Plan

Docket No. 02A-444T: In the Matter of NECC's Application to Redefine the Service Area of Eastern Slope Rural Telephone Association, Inc., Great Plains Communications, Inc., Plains Coop Telephone Association, Inc., and Sunflower Telephone Co., Inc.

State of Connecticut, Department of Utility Control

Docket 91-12-19: DPUC Review of Intrastate Telecommunications Services Open to Competition (Comments).

Docket No. 94-07-02: Development of the Assumptions, Tests, Analysis, and Review to Govern Telecommunications Service Reclassifications in Light of the Eight Criteria Set Forth in Section 6 of Public Act 94-83 (Comments).

Docket No. 03-11-16: Petition of Tel Comm Technologies, et. al., for Review and Amendment of Southern New England Telephone Company's Charges for Pay Telephone Access Services.

Delaware Public Service Commission

Docket No. 93-31T: In the Matter of the Application of The Diamond State Telephone Company for Establishment of Rules and Rates for the Provision of IntelliLinQ-PRI and IntelliLinQ-BRI.

Docket No. 41: In the Matter of the Development of Regulations for the Implementation of the Telecommunications Technology Investment Act.

Docket No. 96-324: In the Matter of the Application of Bell Atlantic-Delaware, Inc. for Approval of its Statement of Terms and Conditions Under Section 252(f) of the Telecommunications Act of 1996 (Phase II).

Docket No. 02-001: In the Matter of the Inquiry into Verizon Delaware Inc.'s Compliance with the Conditions Set Forth in 47 U.S.C. § 271(c).

Florida Public Service Commission

Docket No. 881257-TL: In Re: Proposed Tariff by Southern Bell to Introduce New Features for Digital ESSX Service, and to Provide Structural Changes for both ESSX Service and Digital ESSX Service.

Docket No. 880812-TP: In Re: Investigation into Equal Access Exchange Areas (EAEAs), Toll Monopoly Areas (TMAs), 1+ Restriction to the Local Exchange Companies (LECs), and Elimination of the Access Discount.

Docket No. 890183-TL: In Re: Generic Investigation into the Operations of Alternate Access Vendors.

Docket No. 870347-TI: In Re: Petition of AT&T Communications of the Southern States for Commission Forbearance from Earnings Regulation and Waiver of Rule 25-4.495(1) and 25-24.480 (1) (b), F.A.C., for a trial period.

Docket No. 900708-TL: In Re: Investigation of Methodology to Account for Access Charges in Local Exchange Company (LEC) Toll Pricing.

Docket No. 900633-TL: In Re: Development of Local Exchange Company Cost of Service Study Methodology.

Docket No. 910757-TP: In Re: Investigation into the Regulatory Safeguards Required to Prevent Cross-Subsidization by Telephone Companies.

Docket No. 920260-TL: In Re: Petition of Southern Bell Telephone and Telegraph Company for Rate Stabilization, Implementation Orders, and Other Relief.

Docket No. 950985-TP: In Re: Resolution of Petitions to establish 1995 rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes.

Docket No. 960846-TP: In Re: Petition by MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. for Arbitration of Certain Terms and Conditions of a proposed agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 and Docket No. 960833-TP: In Re: Petition by AT&T Communications of the Southern States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 960847-TP and 960980-TP: In Re: Petition by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corporation, MCI Metro Access Transmission Service, Inc., for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE Florida Incorporated Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 961230-TP: In Re: Petition by MCI Telecommunications Corporation for Arbitration with United Telephone Company of Florida and Central Telephone Company of Florida Concerning Interconnection Rates, Terms, and Conditions, Pursuant to the Federal Telecommunications Act of 1996.

Docket No. 960786-TL: In Re: Consideration of BellSouth Telecommunications, Inc.'s Entry Into InterLATA Services Pursuant to Section 271 of the Federal Telecommunications Act of 1996.

Docket Nos. 960833-TP, 960846-TP, 960757-TP, and 971140-TP: Investigation to develop permanent rates for certain unbundled network elements.

Docket No. 980696-TP: In Re: Determination of the cost of basic local telecommunications service, pursuant to Section 364.025 Florida Statutes.

Docket No. 990750-TP: Petition by ITC^DeltaCom Communications, Inc., d/b/a/ ITC^DeltaCom, for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.

Docket No. 991605-TP: Petition of BellSouth Telecommunications, Inc. for Arbitration of the Interconnection Agreement Between Time Warner Telecom of Florida, L.P., pursuant to Section 252 (b) of the Telecommunications Act of 1996.

Docket No. 030137-TP: In re: Petition for Arbitration of Unresolved Issues in Negotiation of Interconnection Agreement with BellSouth Telecommunications, Inc. by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom.

Docket No. 030300-TP: In re: Petition for expedited review of BellSouth Telecommunications, Inc.'s intrastate tariffs for pay telephone access services (PTAS) rate with respect to rates for payphone line access, usage, and features, by Florida Public Telecommunications Association.

Docket No. 030851-TP: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Docket No. 040353-TP: In Re: Petition of Supra Telecommunications and Information Systems, Inc. to Review and Cancel BellSouth's Promotional Offering Tariffs Offered In Conjunction with its New Flat Rate Service Known as PreferredPack.

Docket No. 040604-TL: In Re: Adoption of the National School Lunch Program and an Income-based Criterion at or Below 135% of the Federal Poverty Guidelines as Eligibility Criteria for the Lifeline and Linkup Programs.

Docket No. 050119-TP: Joint Petition of TDS Telecom d/b/a TDS Telecom/Quincy Telephone, ALLTEL Florida, Inc., Northeast Florida Telephone Company d/b/a NEFCOM, GTC, Inc. d/b/a GT Com, Smart City Telecommunications, LLC d/b/a Smart City Telecom, ITS Telecommunications Systems, Inc., and Frontier Communications of the South, LLC ("Joint Petitioners") objecting to and requesting suspension of Proposed Transit Traffic Service Tariff filed by BellSouth Telecommunications, Inc. and Docket No. 050125-TP: Petition and complaint for suspension and cancellation of Transit Tariff Service No. FL 2004-284 filed by BellSouth Telecommunications, Inc. by AT&T Communications of the Southern States, LLC (consolidated).

Docket No. 060598-TL: In Re: Petition by BellSouth Telecommunications, Inc., Pursuant to Florida Statutes §364.051(4) to Recover 2005 Tropical System Related Costs and Expenses.

Docket No. 060644-TL: Petition by Embarq Florida, Inc., Pursuant to Florida Statutes §364.051(4) to Recover 2005 Tropical System Related Costs and Expenses.

Docket No. 060763-TL: In Re: Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.

Georgia Public Service Commission

Docket No. 3882-U: In Re: Investigation into Incentive Telephone Regulation in Georgia.

Docket No. 3883-U: In Re: Investigation into the Level and Structure of Intrastate Access Charges.

Docket No. 3921-U: In Re: Compliance and Implementation of Senate Bill 524.

Docket No. 3905-U: In Re: Southern Bell Rule Nisi.

Docket No. 3995-U: In Re: IntraLATA Toll Competition.

Docket No. 4018-U: In Re: Review of Open Network Architecture (ONA) (Comments).

Docket No. 5258-U: In Re: Petition of BellSouth Telecommunications for Consideration and Approval of

its "Georgians FIRST" (Price Caps) Proposal.

Docket No. 5825-U: In Re: The Creation of a Universal Access Fund as Required by the Telecommunications Competition and Development Act of 1995.

Docket No. 6801-U: In Re: Interconnection Negotiations Between BellSouth Telecommunications, Inc. and AT&T Communications of the Southern States, Inc., Pursuant to Sections 251-252 and 271 of the Telecommunications Act of 1996.

Docket No. 6865-U: In Re: Petition by MCI for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Docket No. 7253-U: In Re: BellSouth Telecommunications, Inc.'s Statement of Generally Available Terms and Conditions Under Section 252 (f) of the Telecommunications Act of 1996.

Docket No. 7061-U: In Re: Review of Cost Studies and Methodologies for Interconnection and Unbundling of BellSouth Telecommunications Services.

Docket No. 10692-U: In Re: Generic Proceeding to Establish Long-Term Pricing Policies for Unbundled Network Elements.

Docket No. 10854-U: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 16583-U: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 17749-U: In Re: FCC's Triennial Review Order Regarding the Impairment of Local Switching for Mass Market Customers.

Docket No. 22682-U: In Re: Notice of Merger of AT&T, Inc. and BellSouth Corporation together with its Certificated Georgia Subsidiaries.

Public Utilities Commission of Hawaii

Docket No. 7702: In the Matter of Instituting a Proceeding on Communications, Including an Investigation of the Communications Infrastructure of the State of Hawaii.

Idaho Public Utilities Commission

Case No. GNR-T-03-08: In the Matter of the Petition of IAT Communications, Inc., d/b/a NTCDIdaho, Inc., or ClearTalk, for Designation as an Eligible Telecommunications Carrier, and Case No. GNR-T-03-16: In the Matter of the Application of NCPR, Inc., d/b/a Nextel Partners, seeking designation as an Eligible Telecommunications Carrier.

Illinois Commerce Commission

Docket No. 04-0653: USCOC of Illinois RSA #1, LLC., USCOC of Illinois RSA #4 LLC., USCOC of Illinois Rockford, LLC., and USCOC of Central Illinois, LLC. Petition for Designation as an Eligible Telecommunications Carrier Under 47 U.S.C. Section 214(e)(2).

Docket Nos. 05-0644, 05-0649, and 05-0657: Petition of Hamilton County Telephone Co-Op et. al. for Arbitration under the Telecommunications Act to Establish Terms and Conditions for Reciprocal Compensation with Verizon Wireless and its Constituent Companies.

Indiana Utility Regulatory Commission

Cause No. 42303: In the Matter of the Complaint of the Indiana Payphone Association for a Commission Determination of Just and Reasonable Rates and Charges and Compliance with Federal Regulations.

Cause No. 41052-ETC-43: In the Matter of the Designation of Eligible Telecommunications Carriers by the Indiana Utility Regulatory Commission Pursuant to the Telecommunications Act of 1996 and Related FCC Orders. In Particular, the Application of NPCR, Inc. d/b/a Nextel Partners to be Designated.

Cause No. 42530: In the Matter of the Indiana Utility Regulatory Commission's Investigation of Matters Related to Competition in the State of Indiana Pursuant to Ind. Code 8-1-2 *et seq*.

Iowa Utilities Board

Docket No. RPU-95-10.

Docket No. RPU-95-11.

State Corporation Commission of the State of Kansas

Docket No. 00-GIMT-1054-GIT: In the Matter of a General Investigation to Determine Whether Reciprocal Compensation Should Be Paid for Traffic to an Internet Service Provider.

Docket No. 04-RCCT-338-ETC:In the Matter of Petition of RCC Minnesota, Inc. for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Docket No. 07-GIMT-498-GIT: In the Matter of a Review of the Commission's Federal USF Certification Requirements to Remove All Expenses and Investments by Competitive Eligible Telecommunications Carriers in a Southwestern Bell Telephone, L.P., Study Area from the Competitive Eligible Telecommunications Carrier's Justification of Use of High Cost Federal USF Support.

Docket No. 06-GIMT-187-GIT: IN the Matter of the General Investigation into the Commission's Telecommunications Billing Practices Standards.

Kentucky Public Service Commission

Administrative Case No. 10321: In the Matter of the Tariff Filing of South Central Bell Telephone Company to Establish and Offer Pulselink Service.

Administrative Case No. 323: In the Matter of An Inquiry into IntraLATA Toll Competition, An Appropriate Compensation Scheme for Completion of IntraLATA Calls by Interexchange Carriers, and WATS Jurisdictionality.

- Phase IA: Determination of whether intraLATA toll competition is in the public interest.

- Phase IB: Determination of a method of implementing intraLATA competition.

- Rehearing on issue of Imputation.

Administrative Case No. 90-256, Phase II: In the Matter of A Review of the Rates and Charges and Incentive Regulation Plan of South Central Bell Telephone Company.

Administrative Case No. 336: In the Matter of an Investigation into the Elimination of Switched Access Service Discounts and Adoption of Time of Day Switch Access Service Rates.

Administrative Case No. 91-250: In the Matter of South Central Bell Telephone Company's Proposed Area Calling Service Tariff.

Administrative Case No. 96-431: In Re: Petition by MCI for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Administrative Case No. 96-478: In Re: The Petition by AT&T Communications of the South Central States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE South Incorporated Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Administrative Case No. 96-482: In Re: The Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Administrative Case No. 360: In the Matter of: An Inquiry into Universal Service and Funding Issues.

Administrative Case No. 96-608: In the Matter of: Investigation Concerning the Provision of InterLATA Services by BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Administrative Case No. 382: An Inquiry into the Development of Deaveraged Rates for Unbundled Network Elements.

Case No. 2003-00143: In the matter of: Petition of NCPR, Inc., d/b/a Nextel Partners for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Kentucky.

Case No. 2003-00397: Review of Federal Communications Commission's Triennial Review Order Regarding Unbundling Requirements for Individual Network Elements.

Case Nos. 2006-00215: Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, and consolidated Case Nos. 2006-00217, 2006-00218, 2006-00220, 2006-00252, 2006-00255, 2006-00288, 2006-00292, 2006-00294, 2006-00296, 2006-00298, and 2006-00300.

Louisiana Public Service Commission

Docket No. 17970: In Re: Investigation of the Revenue Requirements, Rate Structures, Charges, Services, Rate of Return, and Construction Program of AT&T Communications of the South Central States, Inc., in its Louisiana Operations.

Docket No. U-17949: In the Matter of an Investigation of the Revenue Requirements, Rate Structures, Charges, Services, Rate of Return, and Construction Program of South Central Bell Telephone Company, Its Louisiana Intrastate Operations, The Appropriate Level of Access Charges, and All Matters Relevant to the Rates and Service Rendered by the Company.

- Subdocket A (SCB Earnings Phase)
- Subdocket B (Generic Competition Phase)

Docket No. 18913-U: In Re: South Central Bell's Request for Approval of Tariff Revisions to Restructure ESSX and Digital ESSX Service.

Docket No. U-18851: In Re: Petition for Elimination of Disparity in Access Tariff Rates.

Docket No. U-22022: In Re: Review and Consideration of BellSouth Telecommunications, Inc.'s TSLRIC and LRIC Cost Studies Submitted Pursuant to Sections 901(C) and 1001(E) of the Regulations for Competition in the Local Telecommunications Market as Adopted by General Order Dated March 15, 1996 in Order to Determine the Cost of Interconnection Services and Unbundled Network Components to Establish Reasonable, Non-Discriminatory, Cost Based Tariffed Rates and Docket No. U-22093: In Re: Review and Consideration of BellSouth Telecommunications, Inc.'s Tariff Filing of April 1, 1996, Filed Pursuant to Section 901 and 1001 of the Regulations for Competition in the Local Telecommunications Market Which Tariff Introduces Interconnection and Unbundled Services and Establishes the Rates, Terms and Conditions for Such Service Offerings (consolidated).

Docket No. U-22145: In the Matter of Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. U-22252: In Re: Consideration and Review of BST's Preapplication Compliance with Section 271 of the Telecommunications Act of 1996, including but not limited to the fourteen requirements set forth in Section 271 (c) (2) (b) in order to verify compliance with section 271 and provide a recommendation to the FCC regarding BST's application to provide interLATA services originating in-region.

Docket No. U-20883 Subdocket A: In Re: Submission of the Louisiana Public Service Commission's Forward Looking Cost Study to the FCC for Purposes of Calculating Federal Universal Service Support.

Docket No. U-24206: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. U-22632: In Re: BellSouth Telecommunications, Inc. Filing of New Cost Studies for Providing Access Line Service for Customer Provided Public Telephones and Smartline Service for Public Telephone Access.

Docket No. Docket No. U-24714-A: In Re: Final Deaveraging of BellSouth Telecommunications, Inc. UNE Rates Pursuant to FCC 96-45 Ninth Report and Order and Order on Eighteenth Order on Reconsideration Released November 2, 1999.

Docket No. U-27571: In Re: Louisiana Public Service Commission Implementation of the Requirements Arising from The Federal Communications Commission's Triennial Review Order, Order 03-36: Unbundled Local Circuit Switching for Mass Market Customers and Establishment of a Batch Cut Migration Process.

Public Service Commission of Maryland

Case 8584, Phase II: In the Matter of the Application of MFS Intelenet of Maryland, Inc. for Authority to Provide and Resell Local Exchange and Intrastate Telecommunications Services in Areas Served by C&P Telephone Company of Maryland.

Case 8715: In the Matter of the Inquiry into Alternative Forms of Regulating Telephone Companies.

Case 8731: In the Matter of the Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising Under Section 252 of the Telecommunications Act of 1996.

Massachusetts Department of Telecommunications and Energy

D.P.U./D.T.E. 97088/97-18 (Phase II): Investigation by the Department of Telecommunications & Energy on its own motion regarding (1) implementation of section 276 of the Telecommunications Act of 1996 relative to public interest payphones, (2) Entry and Exit Barriers for the Payphone Marketplace, (3) New England Telephone and Telegraph Compnay d/b/a NYNEX's Public Access Smart-Pay Service, and (4) the rate policy for operator service providers.

Michigan Public Service Commission

Case No. U-14781: In the matter on the Commission's Own Motion to examine the total service long run incremental costs of the Michigan Exchange Carriers Association Companies, including Ace Telephone Company, Barry County Telephone Company, Deerfield Farmers' Telephone Company, Kaleva Telephone Company, Lennon telephone Company, Ogden telephone Company, Pigeon Telephone Company, Upper Peninsula Telephone Company, and Waldron Telephone Company.

Minnesota Public Utilities Commission

PUC Docket No. PT6153/AM-02-686, OAH Docket No. 3-2500-14980-2: In the Matter of Petition of Midwest Wireless Communications, LLC for Designation as an Eligible Communications carrier under 47 U.S.C. § 214(e)(2).

PUC Docket No. PT-6182, 6181/M-02-1503: In the Matter of RCC Minnesota, Inc. and Wireless Alliance, LLC for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Mississippi Public Service Commission

Docket No. U-5086: In Re: MCI Telecommunications Corporation's Metered Use Service Option D (Prism I) and Option E (Prism II).

Docket No. U-5112: In Re: MCI Telecommunications Corporation's Metered Use Option H (800 Service).

Docket No. U-5318: In Re: Petition of MCI for Approval of MCI's Provision of Service to a Specific Commercial Banking Customers for Intrastate Interexchange Telecommunications Service.

Docket 89-UN-5453: In Re: Notice and Application of South Central Bell Telephone Company for Adoption and Implementation of a Rate Stabilization Plan for its Mississippi Operations.

Docket No. 90-UA-0280: In Re: Order of the Mississippi Public Service Commission Initiating Hearings

Concerning (1) IntraLATA Competition in the Telecommunications Industry and (2) Payment of Compensation by Interexchange Carriers and Resellers to Local Exchange Companies in Addition to Access Charges.

Docket No. 92-UA-0227: In Re: Order Implementing IntraLATA Competition.

Docket No. 96-AD-0559: In Re: In the Matter of the Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 98-AD-035: Universal Service.

Docket No. 97-AD-544: In Re: Generic Proceeding to Establish Permanent Prices for BellSouth Interconnection and Unbundled Network Elements.

Docket No. 2003-AD-714: Generic Proceeding to Review the Federal Communications Commission's Triennial Review Order.

Public Service Commission of the State of Missouri

Case No. TO-2004-0527: In the Matter of the Application of WWC License, LLC, d/b/a CellularOne, for Designation as an Eligible Telecommunications Carrier, and Petition for Redefinition of Rural Telephone Company Areas.

Case No. to-2005-0384: Application of USCOC of Greater Missouri, LLC For Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Public Service Commission of the State of Montana

Docket No. D2000.8.124: In the Matter of Touch America, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 of the Terms and Conditions of Interconnection with Qwest Corporation, f/k/a US West Communications, Inc.

Docket No. D2000.6.89: In the Matter of Qwest Corporation's Application to Establish Rates for Interconnection, Unbundled Network Elements, Transport and Termination, and Resale Services.

Docket No. D2003.1.14: In the Matter of WWC Holding Co. Application for Designation as an Eligible Telecommunications Carrier in Montana Areas Served by Qwest Corporation.

Nebraska Public Service Commission

Docket No. C-1385: In the Matter of a Petition for Arbitration of an Interconnection Agreement Between AT&T Communications of the Midwest, Inc., and US West Communications, Inc.

Application No. C-3324: In the Matter of the Petition of N.E. Colorado Cellular, Inc., d/b/a Viaero Wireless for designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Docket No. 3725: In the Matter of Application of United States Cellular Corporation for Designation as an Eligible Telecommunications Carrier Pursuant To Section 214(e)(2) of the Communications Act of 1934.

Public Utilities Commission of Nevada

Docket No. 04-3030: In re: Application of WWD License LLC. d/b/a CellularOne, for redefinition of its service area as a designated Eligible Telecommunications Carrier.

New Jersey Board of Public Utilities

Docket No. TM0530189: In the Matter of the Joint Petition of Verizon Communications Inc., and MCI, Inc. for Approval of Merger.

New York Public Service Commission

Case No. 28425: Proceeding on Motion of the Commission as to the Impact of the Modification of Final Judgement and the Federal Communications Commission's Docket 78-72 on the Provision of Toll Service in New York State.

North Carolina Public Utilities Commission

Docket No. P-100, Sub 72: In the Matter of the Petition of AT&T to Amend Commission Rules Governing Regulation of Interexchange Carriers (Comments).

Docket No. P-141, Sub 19: In the Matter of the Application of MCI Telecommunications Corporation to Provide InterLATA Facilities-Based Telecommunications Services (Comments).

Docket No. P-55, Sub 1013: In the Matter of Application of BellSouth Telecommunications, Inc. for, and Election of. Price Regulation.

Docket Nos. P-7, Sub 825 and P-10, Sub 479: In the Matter of Petition of Carolina Telephone and Telegraph and Central Telephone Company for Approval of a Price Regulation Plan Pursuant to G.S. 62-133.5.

Docket No. P-19, Sub 277: In the Matter of Application of GTE South Incorporated for and Election of, Price Regulation.

Docket No. P-141, Sub 29: In the Matter of: Petition of MCI Telecommunications Corporation for Arbitration of Interconnection with BellSouth Telecommunications, Inc., Petition of AT&T Communications of the Southern States, Inc. for Arbitration of Interconnection with BellSouth Telecommunications. Inc. (consolidated).

Docket No. P-141, Sub 30: In the Matter of: Petition of MCI Telecommunications Corporation for Arbitration of Interconnection with General Telephone Company of North Carolina, Inc., Petition of AT&T Communications of the Southern States, Inc. for Arbitration of Interconnection with General Telephone Company of North Carolina, Inc. (consolidated).

Docket No. P-100, Sub 133b: Re: In the Matter of Establishment of Universal Support Mechanisms Pursuant to Section 254 of the Telecommunications Act of 1996.

Docket No. P-100, Sub 133d: Re: Proceeding to Determine Permanent Pricing for Unbundled Network Elements.

Docket No. P-100, Sub 84b: Re: In the Matter of Petition of North Carolina Payphone Association for Review of Local Exchange Company Tariffs for Basic Payphone Services (Comments).

Docket No. P-561, Sub 10: BellSouth Telecommunications, Inc., Complainant, v. US LEC of North Carolina, LLC, and Metacomm, LLC, Respondents.

Docket No. P-472, Sub 15: In the Matter of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Time Warner Telecom of North Carolina, L.P. Pursuant to Section 252(b) of the Telecommunications Act of 1996.

Docket Nos. P-7, Sub 995; P-10, Sub 633: ALEC., Inc. v. Carolina Telephone and Telegraph Company and Central Telephone Company.

Docket No. P-500, Sub 18: In the Matter of: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. P-118, Sub 30: In the matter of: Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996.

Docket No. P-100, Sub 133q: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Public Utilities Commission of Ohio

Case No. 93-487-TP-ALT: In the Matter of the Application of The Ohio Bell Telephone Company for Approval of an Alternative Form of Regulation.

Case No. 05-0269-TP-ACO: In the matter of the Joint Application of SBC Communications, Inc. and AT&T Corp. for Consent and Approval of a Change of Control.

Oklahoma Corporation Commission

Cause No. PUD 01448: In the Matter of the Application for an Order Limiting Collocation for Special Access to Virtual or Physical Collocation at the Option of the Local Exchange Carrier.

Cause No. PUD 200300195: Application of United States Cellular Corporation for Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Cause No. PUD 200300239: Application of Dobson Cellular Systems, Inc. for Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Cause No. PUD 200500122: In the matter of Dobson Cellular Systems, Inc., and American Cellular Corporation application for designation as a competitive eligible telecommunications carrier and redefinition of the service area requirement pursuant to Section 214(e) of the Telecommunications Act of 1996.

Public Utility Commission of Oregon

Docket No. UT 119: In the Matter of an Investigation into Tariffs Filed by US West Communications, Inc., United Telephone of the Northwest, Pacific Telecom, Inc., and GTE Northwest, Inc. in Accordance with ORS 759.185(4).

Docket No. ARB 3: In the Matter of the Petition of AT&T Communications of the Pacific Northwest, Inc., for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996. Docket No. ARB 6: In the Matter of the Petition of MCIMetro Access Transmission Services, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 (consolidated).

Docket No. ARB 9: In the Matter of the Petition of an Interconnection Agreement Between MCIMetro Access Transportation Services, Inc. and GTE Northwest Incorporated, Pursuant to 47 U.S.C. Section 252.

Docket No. UT-125: In the Matter of the Application of US West Communications, Inc. for an Increase in Revenues.

Docket No. UM 1083: RCC Minnesota, Inc. Application for Designation as an Eligible Telecommunications Carrier, Pursuant to the Telecommunications Act of 1996.

Docket No. UM 1084: United States Cellular Corporation Application for Designation as an Eligible Telecommunications Carrier, Pursuant to the Telecommunications Act of 1996.

Docket No. UM 1217: Staff Investigation to Establish Requirements for Initial Designation and Recertification of Telecommunications Carriers Eligible to Receive Federal Universal Service Support.

Pennsylvania Public Utilities Commission

Docket No. I-00910010: In Re: Generic Investigation into the Current Provision of InterLATA Toll Service.

Docket No. P-00930715: In Re: The Bell Telephone Company of Pennsylvania's Petition and Plan for Alternative Form of Regulation under Chapter 30.

Docket No. R-00943008: In Re: Pennsylvania Public Utility Commission v. Bell Atlantic-Pennsylvania, Inc. (Investigation of Proposed Promotional Offerings Tariff).

Docket No. M-00940587: In Re: Investigation pursuant to Section 3005 of the Public Utility Code, 66 Pa. C. S. §3005, and the Commission's Opinion and Order at Docket No. P-930715, to establish standards and safeguards for competitive services, with particular emphasis in the areas of cost allocations, cost studies, unbundling, and imputation, and to consider generic issues for future rulemaking.

Docket No. A-310489F7004: Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration Pursuant to Section 252 of the telecommunications Act of 1996.

Docket Nos. A-310580F9, A-310401F6, A-310407F3, A-312025F5, A-310752F6, A-310364F3: Joint Application of Verizon Communications Inc. and MCI, Inc. For Approval of Agreement and Plan of Merger.

South Carolina Public Service Commission

Docket No. 90-626-C: In Re: Generic Proceeding to Consider Intrastate Incentive Regulation.

Docket No. 90-321-C: In Re: Petition of Southern Bell Telephone and Telegraph Company for Revisions to its Access Service Tariff Nos. E2 and E16.

Docket No. 88-472-C: In Re: Petition of AT&T of the Southern States, Inc., Requesting the Commission to Initiate an Investigation Concerning the Level and Structure of Intrastate Carrier Common Line (CCL) Access Charges.

Docket No. 92-163-C: In Re: Position of Certain Participating South Carolina Local Exchange Companies for Approval of an Expanded Area Calling (EAC) Plan.

Docket No. 92-182-C: In Re: Application of MCI Telecommunications Corporation, AT&T Communications of the Southern States, Inc., and Sprint Communications Company, L.P., to Provide IntraLATA Telecommunications Services.

Docket No. 95-720-C: In Re: Application of BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company for Approval of an Alternative Regulation Plan.

Docket No. 96-358-C: In Re: Interconnection Agreement Negotiations Between AT&T Communications of the Southern States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 96-375-C: In Re: Interconnection Agreement Negotiations Between AT&T Communications of the Southern States, Inc. and GTE South Incorporated Pursuant to 47 U.S.C. § 252.

Docket No. 97-101-C: In Re: Entry of BellSouth Telecommunications, Inc. into the InterLATA Toll Market.

Docket No. 97-374-C: In Re: Proceeding to Review BellSouth Telecommunications, Inc. Cost for Unbundled Network Elements.

Docket No. 97-239-C: Intrastate Universal Service Fund.

Docket No. 97-124-C: BellSouth Telecommunications, Inc. Revisions to its General Subscriber Services Tariff and Access Service Tariff to Comply with the FCC's Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996.

Docket No. 1999-268-C: Petition of Myrtle Beach Telephone, LLC, for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Horry Telephone Cooperative, Inc.

Docket No. 1999-259-C: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 2001-65-C: Generic Proceeding to Establish Prices for BellSouth's Interconnection Services, Unbundled Network Elements and Other Related Elements and Services.

Docket No. 2003-326-C: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Docket No. 2003-227-C: Application of Hargray Wireless, LLC for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. 214(e)(2).

South Dakota Public Utilities Commission

Docket No. TC03-191: In the Matter of the Filing by WWC License, LLC d/b/a CellularOne for Designation as an Eligible Telecommunications Carrier in Other Rural Areas.

Docket No. TC03-193: In the Matter of the Petition of RCC Minnesota, Inc., and Wireless Alliance, L.L.C., for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. §214(e)(2).

Tennessee Public Service Commission

Docket No. 90-05953: In Re: Earnings Investigation of South Central Bell Telephone Company.

Docket Nos. 89-11065, 89-11735, 89-12677: AT&T Communications of the South Central States, MCI Telecommunications Corporation, US Sprint Communications Company -- Application for Limited IntraLATA Telecommunications Certificate of Public Convenience and Necessity.

Docket No. 91-07501: South Central Bell Telephone Company's Application to Reflect Changes in its Switched Access Service Tariff to Limit Use of the 700 Access Code.

Tennessee Regulatory Authority

Docket No. 96-01152: In Re: Petition by AT&T Communications of the South Central States, Inc. for Arbitration under the Telecommunications Act of 1996 and Docket No. 96-01271: In Re: Petition by MCI Telecommunications Corporation for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 96-01262: In Re: Interconnection Agreement Negotiations Between AT&T of the South Central States, Inc. and BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252.

Docket No. 97-01262: Proceeding to Establish Permanent Prices for Interconnection and Unbundled Network Elements.

Docket No. 97-00888: Universal Service Generic Contested Case.

Docket No. 99-00430: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996.

Docket No. 97-00409: In Re: All Telephone Companies Tariff Filings Regarding Reclassification of Pay Telephone Service as Required by Federal Communications Commission Docket No. 96-128.

Docket No. 03-00119: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc.

Docket No. 03-00491: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Docket No. 06-00093: In Re: Joint Filing of AT&T, Inc., BellSouth Corporation, and BellSouth's Certified Tennessee Subsidiaries Regarding Change of Control.

Public Utility Commission of Texas

Docket No. 12879: Application of Southwestern Bell Telephone Company for Expanded Interconnection for Special Access Services and Switched Transport Services and Unbundling of Special Access DS1 and DS3 Services Pursuant to P. U. C. Subst. R. 23.26.

Docket No. 18082: Complaint of Time Warner Communications against Southwestern Bell Telephone Company.

Docket No. 21982: Proceeding to Examine Reciprocal Compensation Pursuant to Section 252 of the Federal Telecommunications Act of 1996.

Docket No. 23396: Joint Petition of CoServ, LLC d/b/a CoServ Communications and Multitechnology Services, LP d/b/a CoServ Broadband Services for Arbitration of Interconnection Rates, Terms, Conditions, and Related Arrangements with Southwestern Bell Telephone Company.

Docket No. 24015: Consolidated Complaints and Requests of Post-Interconnection Dispute Resolution Regarding Inter-Carrier Compensation for FX-Type Traffic Against Southwestern Bell Telephone Company.

PUC Docket No. 27709: Application of NPCR, Inc., dba Nextel Partners for Eligible Telecommunications Carrier Designation (ETC).

PUC Docket No. 28744: Impairment Analysis for Dedicated Transport.

PUC Docket No. 28745: Impairment Analysis for Enterprise Loops.

PUC Docket No. 29144: Application of Dobson Cellular Systems, Inc., for Designation as an Eligible Telecommunications Carrier (ETC) pursuant to 47 U.S.C. 241 (e) and P.U. C. Subst. Rule 26.418.

State of Vermont Public Service Board

Docket No. 6533: Application of Verizon New England Inc. d/b/a Verizon Vermont for a Favorable Recommendation to Offer InterLATA Services Under 47 U.S.C. 271.

Docket No. 6882: Investigation into Public Access Line Rates of Verizon New England, Inc., d/b/a Verizon Vermont.

Docket No. 6934: Petition of RCC Atlantic Inc. for designation as an Eligible Telecommunications Carrier in areas served by rural telephone companies under the Telecommunications Act of 1996.

Virginia State Corporation Commission

Case No. PUC920043: Application of Virginia Metrotel, Inc. for a Certificate of Public Convenience and Necessity to Provide InterLATA Interexchange Telecommunications Services.

Case No. PUC920029: Ex Parte: In the Matter of Evaluating the Experimental Plan for Alternative Regulation of Virginia Telephone Companies.

Case No. PUC930035: Application of Contel of Virginia, Inc. d/b/a GTE Virginia to implement community calling plans in various GTE Virginia exchanges within the Richmond and Lynchburg LATAs.

Case No. PUC930036: Ex Parte: In the Matter of Investigating Telephone Regulatory Methods Pursuant to Virginia Code § 56-235.5, & Etc.

Case No. PUC-200540051: Application of Verizon Communications Inc. and MCI, Inc. for approval of Agreement and Plan of Merger resulting in the indirect transfer of control of MCImetro Access Transmission Services of Virginia, Inc., to Verizon Communications Inc.

Washington Utilities and Transportation Commission

Docket Nos. UT-941464, UT-941465, UT-950146, and UT-950265 (Consolidated): Washington Utilities and Transportation Commission, Complainant, vs. US West Communications, Inc., Respondent; TCG Seattle and Digital Direct of Seattle, Inc., Complainant, vs. US West Communications, Inc., Respondent; TCG Seattle, Complainant, vs. GTE Northwest Inc., Respondent; Electric Lightwave, Inc., vs. GTE Northwest, Inc., Respondent.

Docket No. UT-950200: In the Matter of the Request of US West Communications, Inc. for an Increase in its Rates and Charges.

Docket No. UT-000883: In the Matter of the Petition of U S West Communications, Inc. for Competitive Classification.

Docket No. UT-050814: In the Matter of the Joint Petition of Verizon Communications Inc., and MCI, Inc. for a Declaratory Order Disclaiming Jurisdiction Over or, in the Alternative a Joint Application for Approval of, Agreement and Plan of Merger.

Public Service Commission of West Virginia

Case No. 02-1453-T-PC: Highland Cellular, Inc. Petition for consent and approval to be designated as an eligible telecommunications carrier in the areas served by Citizens Telecommunications Company of West Virginia.

Case No. 03-0935-T-PC: Easterbrooke Cellular Corporation Petition for consent and approval to be designated as an eligible telecommunications carrier in the area served by Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia.

Public Service Commission of Wyoming

Docket No. 70000-TR-95-238: In the Matter of the General Rate/Price Case Application of US West Communications, Inc. (Phase I).

Docket No. PSC-96-32: In the Matter of Proposed Rule Regarding Total Service Long Run Incremental Cost (TSLRIC) Studies.

Docket No. 70000-TR-98-420: In the Matter of the Application of US West Communications, Inc. for authority to implement price ceilings in conjunction with its proposed Wyoming Price Regulation Plan for essential and noncompetitive telecommunications services (Phase III).

Docket No. 70000-TR-99-480: In the Matter of the Application of US West Communications, Inc. for authority to implement price ceilings in conjunction with its proposed Wyoming Price Regulation Plan for essential and noncompetitive telecommunications services (Phase IV).

Docket No. 70000-TR-00-556: In the Matter of the Filing by US West Communications, Inc. for Authority to File its TSLRIC 2000 Annual Input Filing and Docket No. 70000-TR-00-570: In the Matter of the Application of US West Communications, Inc. for Authority to File its 2000 Annual TSLRIC Study Filing.

Docket No. 70042-AT-04-4: In the Matter of the Petition of WWC Holding Co., Inc., d/b/a CellularOne for Designation as an Eligible Telecommunications Carrier in Areas Served by Qwest Corporation, and Docket No. 70042-AT-04-5: In the Matter of the Petition of WWC Holding Co., Inc., d/b/a CellularOne for Designation as an Eligible Telecommunications Carrier in Clark, Basin, Frannie, Greybull, Lovell, Meeteetse, Burlington, Hyattville, and Tensleep (consolidated).

Public Service Commission of the District of Columbia

Formal Case No. 814, Phase IV: In the Matter of the Investigation into the Impact of the AT&T Divestiture and Decisions of the Federal Communications Commission on Bell Atlantic - Washington, D. C. Inc.'s Jurisdictional Rates.

Puerto Rico Telecommunications Regulatory Board

Case No. 98-Q-0001: In Re: Payphone Tariffs.

Case No. JRT-2001-AR-0002: In the Matter of Interconnection Rates, Terms and Conditions between WorldNet Telecommunications, Inc. and Puerto Rico Telephone Company.

Case No. JRT-2003-AR-0001: Re: Petition for Arbitration pursuant to Section 252(b) of the Federal Communications Act, and Section 5(b), Chapter II of the Puerto Rico Telecommunications Act, regarding interconnection rates, terms, and conditions.

Case No. JRT-2004-Q-0068: Telefónica Larga Distancia de Puerto Rico, Inc., Complainant, v. Puerto Rico Telephone Company, Defendant.

Case Nos. JRT-2005-Q-0121 and JRT-2005-Q-0218: Telefónica Larga Distancia de Puerto Rico, Inc., and WorldNet Telecommunications, Inc., Plaintiffs, v. Puerto Rico Telephone Company, Inc., Defendant.

Exhibit DJW-1

COMMENTS/DECLARATIONS - FEDERAL COMMUNICATIONS COMMISSION

CC Docket No. 92-91: In the Matter of Open Network Architecture Tariffs of Bell Operating Companies.

CC Docket No. 93-162: Local Exchange Carriers' Rates, Terms, and Conditions for Expanded Interconnection for Special Access.

CC Docket No. 91-141: Common Carrier Bureau Inquiry into Local Exchange Company Term and Volume Discount Plans for Special Access.

CC Docket No. 94-97: Review of Virtual Expanded Interconnection Service Tariffs.

CC Docket No. 94-128: Open Network Architecture Tariffs of US West Communications, Inc.

CC Docket No. 94-97, Phase II: Investigation of Cost Issues, Virtual Expanded Interconnection Service Tariffs.

CC Docket No. 96-98: In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996.

CC Docket No. 97-231: Application by BellSouth to Provide In-Region InterLATA Services.

CC Docket No. 98-121: Application by BellSouth to Provide In-Region InterLATA Services.

CCB/CPD No. 99-27: In the Matter of Petition of North Carolina Payphone Association for Expedited Review of, and/or Declaratory Ruling Concerning, Local Exchange Company Tariffs for Basic Payphone Services.

CC Docket No. 96-128: In the Matter of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, CCB/CPD No. 99-31: Oklahoma Independent Telephone Companies Petition for Declaratory Ruling (consolidated).

CCB/CPD No. 00-1: In the Matter of the Wisconsin Public Service Commission Order Directing Filings.

CC Docket No. 99-68: In the Matter of Inter-Carrier Compensation for ISP-Bound Traffic.

File No. EB-01-MD-020: In the Matter of Sprint Communications Company, L.P., Complainant v. Time Warner Telecom, Inc. Defendant.

Request by the American Public Communications Council that the Commission Issue a Notice of Proposed Rulemaking to Update the Dial-Around Compensation Rate.

File Nos. EB-02-MD-018-030: In the Matter of Communications Vending Corp. of Arizona, et. al., Complainants, v. Citizens Communications Co. f/k/a Citizens Utilities Co. and Citizens Telecommunications Co., et. al., Defendants.

CC Docket No. 96-45: In the Matter of Federal-State Joint Board on Universal Service, Cellular South License, Inc., RCC Holdings, Inc., Petitions for designation as an Eligible Telecommunications Carrier in the State of Alabama.

CC Docket No. 96-45: In the Matter of Federal-State Joint Board on Universal Service, Declaration in Support of the Comments to the Federal-State Joint Board of the Rural Cellular Association and the Alliance of Rural CMRS Carriers.

Exhibit DJW-1

REPRESENTATIVE TESTIMONY – STATE, FEDERAL, AND OVERSEAS COURTS

Court of Common Pleas, Philadelphia County, Pennsylvania

Shared Communications Services of 1800-80 JFK Boulevard. Inc., Plaintiff, v. Bell Atlantic Properties, Inc., Defendant.

Texas State Office of Administrative Hearings

SOAH Docket No. 473-00-0731: Office of Customer Protection (OCP) Investigation of Axces, Inc. for Continuing Violations of PUC Substantive Rule §26.130, Selection of Telecommunications Utilities, Pursuant to Procedural Rules 22.246 Administrative Penalties.

SOAH Docket No. 473-03-3673: Application of NPCR, Inc., dba Nextel Partners for Eligible Telecommunications Carrier Designation (ETC).

SOAH Docket No. 473-04-4450: Application of Dobson Cellular Systems, Inc., for Designation as an Eligible Telecommunications Carrier (ETC) pursuant to 47 U.S.C. 241 (e) and P.U. C. Subst. Rule 26.418.

Superior Court for the State of Alaska, First Judicial District

Richard R. Watson, David K. Brown and Ketchikan Internet Services, a partnership of Richard R. Watson and David K. Brown, Plaintiffs, v. Karl Amylon and the City of Ketchikan, Defendants.

Superior Court for the State of Alaska, Third Judicial District

Dobson Cellular Systems, Inc., Plaintiff, v. Frontline Hospital, LLC, Defendant.

United States District Court for the District of South Carolina, Columbia Division

Brian Wesley Jeffcoat, on behalf of himself and others similarly situated, Plaintiffs, v. Time Warner Entertainment - Advance/Newhouse Partnership, Defendant.

United States District Court for the Northern District of Texas, Fort Worth Division

Multitechnology Services, L. P. d/b/a CoServ Broadband Services, Plaintiffs, v. Southwestern Bell Telephone Company, Defendant.

Multitechnology Services, L. P. d/b/a CoServ Broadband Services, Plaintiffs, v. Verizon Southwest f/k/a GTE Southwest Incorporated, Defendant.

United States District Court for the District of Oregon

Time Warner Telecom of Oregon, LLC, and Qwest Communications Corporation, Plaintiffs, v. The City of Portland, Defendant.

High Court of the Hong Kong Special Administrative Region, Court of First Instance

Commercial List No. 229 of 1999: Cable and Wireless HKT International Limited, Plaintiff v. New World Telephone Limited, Defendant.

REPRESENTATIVE TESTIMONY – PRIVATE COMMERCIAL ARBITRATION TRIBUNALS

American Arbitration Association

Southwestern Bell Telephone Company, Claimant vs. Time Warner Telecom, Respondent.

New Access Communications LLC, Choicetel LLC and Emergent Communications LLC, Claimants vs. Qwest Corporation, Respondent (Case No. 77 Y 1818 0031603).

CPR Institute for Dispute Resolution

Supra Telecommunications and Information Systems, Inc., Claimant vs. BellSouth Telecommunications, Inc., Respondent.

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D.T.E. 02-45 February 19, 2003

Petition of Global NAPs, Inc., pursuant to Section 252(b) of the Telecommunications Act of 1996, for arbitration to establish an interconnection agreement with Verizon New England, Inc. d/b/a Verizon Massachusetts f/k/a New England Telephone & Telegraph Co. d/b/a Bell Atlantic-Massachusetts.

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 41
PARTY AT&T
DESCRIPTION MASS. Global-Naps Case
DATE 5/3/12

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ORDER ON VERIZON NEW ENGLAND, INC.
d/b/a VERIZON MASSACHUSETTS' MOTION FOR APPROVAL OF
FINAL ARBITRATION AGREEMENT OR,
IN THE ALTERNATIVE, FOR CLARIFICATION

I. INTRODUCTION

Pursuant to the Telecommunications Act of 1996, 47 U.S.C. § 252 ("Act"),[1] the Department of Telecommunications and Energy ("Department") issued on December 12, 2002 its Arbitration Order ("Arbitration Order") making findings necessary to finalize an interconnection agreement between Global NAPs, Inc. ("GNAPs") and Verizon New England, Inc. d/b/a Verizon-Massachusetts ("Verizon") (collectively, "Parties"). In its Arbitration Order, at 77, the Department directed the Parties to incorporate its findings into a final interconnection agreement "setting forth both the negotiated terms and arbitrated terms and conditions, to be filed with the Department pursuant to § 252(e)(1) of the Act, within 21 days," or by January 2, 2003. On December 19, 2002, the Parties jointly moved the Department to extend the compliance filing deadline to January 17, 2003. The Department granted the Parties' extension request on December 23, 2002.

On January 16, 2003, GNAPs informed the Department that, pursuant to § 251(i) of the Act,[2] it intended to opt-into another contract, namely to adopt the terms of the contract between

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[1] Section 252(b) of the Act permits a carrier to petition a state commission to arbitrate any issues left unresolved after voluntary negotiations between the carriers have occurred. 47 U.S.C. § 252(b)(1).

[2] Section 252(i) of the Act provides that a "local exchange carrier shall make available any interconnection, service, or network element provided under an agreement

(continued...)

Verizon and Sprint Communications Company, L.P ("Sprint Agreement"). On January 17, 2003, Verizon filed its Motion for Approval of Final Arbitration Agreement or, in the Alternative, For Clarification ("Motion"). Attached as Exhibit A to its Motion, Verizon provides the Department with, and seeks approval of, contract language that it alleges conforms to the Arbitration Order. On January 23, 2003, GNAPs filed its opposition to Verizon's Motion ("Opposition").

II. POSITIONS OF THE PARTIES

A. VERIZON

Verizon contends that GNAPs first informed Verizon that it intended to adopt the Sprint Agreement, rather than finalize the contract language in accordance with the Arbitration Order, on or about January 8, 2003 (Motion at 3-4). Verizon states that it informed GNAPs that such adoption was inappropriate, and forwarded to GNAPs contract language that, according to Verizon, conforms to the Arbitration Order (id. at 4).

Verizon maintains that, despite its request to do so, GNAPs failed to provide any comments on the contract language; instead, Verizon states, GNAPs forwarded Verizon a letter, dated January 14, 2003, purportedly seeking clarification on issues already addressed by the Arbitration Order (Motion at 4). Thereafter, on January 16, 2003, Verizon notes, GNAPs informed the Department that it intended to adopt the Sprint Agreement (id.). GNAPs'

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[2] (...continued)
approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement."

conduct, argues Verizon, clearly demonstrates a refusal to comply with the Department's Arbitration Order and to fulfill its obligations to engage in good faith negotiations (Motion at 4).

Additionally, Verizon alleges that the sole reason GNAPs seeks to adopt the Sprint Agreement is to avoid the Department's rulings in the Arbitration Order, but, argues Verizon, use of the § 252(i) adoption process for this purpose is improper (id. at 5). Verizon notes that GNAPs has appealed the Arbitration Order to both the Supreme Judicial Court and the United States District Court, and urges the Department not to permit GNAPs' additional collateral attack on the Arbitration Order through adoption of the Sprint Agreement (id.).

Verizon also argues that GNAPs' conduct is inconsistent with its obligations under the Act (Motion at 5). Verizon contends that the Federal Communications Commission ("FCC") made clear that § 252 arbitration decisions are binding and that carriers that refuse to enter an arbitrated agreement may face penalties for violating their obligation to negotiate in good faith (id. at 5-6, citing Local Competition Order[3] at ¶ 1293 and 47 C.F.R. § 51.807(h)).

Verizon notes that the Sprint Agreement was available for adoption by GNAPs at the time it commenced the arbitration, but that GNAPs chose to pursue the alternate course of arbitration (Motion at 6). As a result of GNAPs' choice, Verizon maintains that the Department and Verizon expended substantial resources in connection with the arbitration (id.). Verizon argues that GNAPs' last minute attempt to adopt the Sprint Agreement, as well

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[3] In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, FCC 96-325 (August 9, 1996) ("Local Competition Order").

as its refusal to comply with the Arbitration Order, constitute failure to negotiate in good faith (id., citing § 252(b)(5) of the Act[4]).

Verizon further contends that if the Department allows GNAPs to ignore its decision and to adopt the Sprint Agreement, it will establish a precedent that will encourage future "strategic" arbitrations and the waste of the Department's resources, as well as those of Verizon (Motion at 6). Verizon urges the Department not to permit GNAPs to game the process in this way (id.).

Alternatively, Verizon requests through a motion for clarification that if the Department permits GNAPs to adopt another interconnection agreement at this late stage, it should do so only on the condition that the adopted agreement be modified to reflect the Department's legal and policy determinations set forth in the Arbitration Order (Motion at 6). Finally, Verizon asks the Department to order GNAPs to reimburse Verizon for its attorneys' fees and costs incurred in connection with the arbitration proceeding (id.).

In sum, Verizon requests that the Department approve Verizon's contract language as the final binding agreement between the Parties. In the alternative, if the Department permits GNAPs to adopt another agreement, Verizon urges the Department to clarify that the adopted

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[4] Verizon's Motion incorrectly cites to § 252(b)(8), which does not exist. Section 252(b)(5) states that:

> The refusal of any other party to the negotiation to participate further in the negotiations, to cooperate with the State commission in carrying out its function as an arbitrator, or to continue to negotiate in good faith in the presence, or with the assistance, of the State commission shall be considered a failure to negotiate in good faith.

agreement must be modified to be consistent with the Arbitration Order, and also to order that GNAPs reimburse Verizon for its attorneys' fees and costs incurred in connection with the arbitration (Motion at 7).

B. GNAPs

GNAPs contends that the point of Verizon's Motion is that, by arbitrating certain issues with Verizon pursuant to § 252(b) of the Act, GNAPs has waived its right to adopt existing agreements under § 252(i)[5] of the Act (Opposition at 1). This proposition, according to GNAPs, is absurd on the merits because, argues GNAPs, nothing in § 252(i) or any applicable rule or regulation suggests that a competitive local exchange carrier ("CLEC") may not opt into an existing agreement just because it has arbitrated a new one (id.). In fact, GNAPs maintains, the central purpose of § 252(i) is to prevent discrimination against CLECs by allowing any CLEC to operate under the same terms and conditions that apply to any other CLEC (id. at 2). In the present case, because the terms in the Sprint Agreement are more appropriate on the whole than the arbitrated agreement, GNAPs states that it has chosen to adopt the Sprint Agreement, and, GNAPs maintains, it is entitled to do so if it so chooses (id.).

More specifically, GNAPs argues that § 252(i) permits any CLEC to elect to operate under the same terms and conditions contained in any effective interconnection agreement approved by the Department (Opposition at 2). GNAPs further states that applicable FCC

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[5] In its Opposition, GNAPs incorrectly cites to § 251(i) of the Act. Section 251(i), the Savings Provision, states that "[n]othing in this section shall be construed to limit or otherwise affect the Commission's authority under section 201."

rules expand this statutory right in various ways (id., citing 47 C.F.R. § 51.809[6]). Additionally, GNAPs asserts that an adoption of an agreement under § 252(i) takes effect immediately, and is not subject to state review (id., citing In the Matter of Global NAPs, Inc. Petition for Preemption of Jurisdiction of the New Jersey Board of Public Utilities Regarding Interconnection Dispute with Bell Atlantic-New Jersey, Inc., CC Docket No. 99-154, Memorandum Opinion and Order, FCC 99-199 at n.25 (August 3, 1999)). Furthermore, GNAPs maintains that Verizon's contract language in the arbitrated agreement preserves GNAPs' right to immediately substitute the terms of the Sprint Agreement for the terms of the arbitrated agreement (Opposition at 3, citing Motion, Exhibit A, § 46.1[7]). GNAPs therefore

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[6] Section 51.809 requires incumbent LECs to make available without unreasonable delay to any requesting telecommunications carrier any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to § 252 of the Act, and also prohibits incumbent LECs from limiting the availability of any individual interconnection, service, or network element arrangement, unless the incumbent LEC proves to the state commission that: (1) the costs of providing a particular interconnection, service, or element to the requesting telecommunications carrier are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement; or (2) the provision of a particular interconnection, service, or element to the requesting telecommunications carrier is not technically feasible. Section 51.809 further requires that individual interconnection, service, or network element arrangements remain available for use by telecommunications carriers for a reasonable period of time after the approved agreement is available for public inspection under § 252(f) of the Act.

[7] Section 46.1 states that "[t]o the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act . . ." GNAPs also references § 46.2 of the arbitrated agreement as relevant (see Opposition at 4). Section 46.2 states:

> To the extent that the exercise by GNAPS of any rights it may have under Section 252(i) . . . results in the rearrangement of Services by Verizon, GNAPs shall be solely liable for all costs

(continued...)

argues that Verizon cannot claim that GNAPs would not be entitled to choose to operate under the Sprint Agreement (id.).

Moreover, GNAPs notes that there has been some debate in the past over the extent to which a requesting carrier may pick and choose from among the provisions of a complete agreement, and over the expiration date of an agreement; however, GNAPs maintains, because GNAPs has elected to adopt the Sprint Agreement in its entirety, and because the Sprint Agreement does not expire until July 2004, those debates are irrelevant here (Opposition at 3). GNAPs notes that Verizon has not raised these or any other ground upon which GNAPs' adoption of the Sprint Agreement is inappropriate (id.).

GNAPs also argues that Verizon's reliance on the Local Competition Order is misplaced because the cited material relates to the FCC's development of the rules that apply when the FCC acts as an arbitrator under 47 U.S.C. § 252(e)(5) (Opposition at 5). GNAPs states that, in developing those rules, the FCC rejected the suggestion that an incumbent LEC could walk way from the results of an FCC-conducted arbitration (id.). GNAPs further states that the FCC expressly noted that competing providers do not have an affirmative duty to enter into agreements under § 252 (id., citing Local Competition Order at ¶ 1293). According to GNAPs, the FCC noted that there may be circumstances in which a refusal to enter into an arbitrated agreement constitutes a failure to negotiate in good faith; however, GNAPs insists that there is no possible basis for reaching such a conclusion in the present case (id. at 5-6).

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[7] (...continued)
associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

Finally, GNAPs accuses Verizon of wanting to discriminate against GNAPs as compared to the terms in the Sprint Agreement by trying to force GNAPs to operate on terms different from and less favorable than the Sprint Agreement (Opposition at 6). Such discrimination, GNAPs argues, is expressly forbidden under § 252(i) and, GNAPs asserts, any lack of good faith in this matter lies with Verizon (id.).

In sum, GNAPs argues that Verizon is not entitled to force GNAPs to waive its § 252(i) rights and operate under a less favorable agreement than the Sprint Agreement (Opposition at 6). Even if Verizon assumed that the arbitrated agreement is binding, GNAPs alleges that § 46 of that agreement expressly preserves GNAPs' right to adopt another agreement, and Verizon therefore has no right to prevent GNAPs from adopting the Sprint Agreement (id.). GNAPs urges the Department to affirm GNAPs' right under § 252(i) to adopt and operate under the Sprint Agreement for the remainder of that agreement's term (id. at 6-7).

IV. ANALYSIS AND FINDINGS

GNAPs contends that, regardless of the fact that it has arbitrated a new agreement, nothing prevents it from adopting another existing agreement (Opposition at 1). In other words, GNAPs would have us find that competing providers have an unequivocal right under § 252(i) to adopt a more favorable agreement. In effect, under GNAPs' view, § 252(i) grants GNAPs, and any other CLEC, an unconditional right to avoid obligations under a state-arbitrated agreement and to enter into another agreement of its choosing instead. For the reasons discussed below, we determine that such a conclusion is at odds with Department precedent and policy, and with the Act.

First, when the Department renders a decision, that decision has the force of law. Stated differently, the Department's decision resolving the arbitrated issues is final and binding on both the parties to the arbitration. A final arbitration order may not be simply avoided by a party for different or more favorable terms, absent mutual agreement by the parties. In the present case, the Department's Arbitration Order, at 77, directed, in no uncertain terms, that Verizon and GNAPs incorporate the Department's determinations into a final agreement. The Department provided no alternatives to that directive. We find that GNAPs' January 16, 2003 letter, informing the Department of its intent to adopt the Sprint Agreement, fails to meet its obligations under the Arbitration Order. GNAPs' characterization in its January 16, 2002 letter, that the "agreed-upon schedule in this case, (as modified by the Joint Motion for Extension of Time), requires the parties to file a contract governing the terms and conditions of exchanging traffic between them on or before January 17, 2003," grossly mischaracterizes the clear directive in the Arbitration Order to file an agreement consistent with our findings therein. Simply put, GNAPs has failed to comply with the Department's Arbitration Order.[8]

Second, the Department has recognized on numerous occasions that the Act and FCC regulations provide for binding arbitration in the event negotiations cannot be concluded within a specified time, upon petition to the state public utility commission by either party to the

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[8] On December 30, 2002, GNAPs filed, pursuant to § 252(e)(6) of the Act, a complaint with the United States District Court for review of the Department's Arbitration Order. On the same day, GNAPs also filed, pursuant to G.L. c. 25 § 5, an appeal of the Arbitration Order to the Supreme Judicial Court. In both its complaint and appeal, GNAPs alleges that the Arbitration Order violates federal and/or state law. GNAPs did not seek a stay of the Department's Arbitration Order pending its complaint or appeal. Thus, the Arbitration Order remains in effect.

negotiation. See, e.g., Consolidated Arbitrations, D.P.U. 96-73/74, 96-75, 86-80/81, 96-83, 96-94 - Phase 1 Order at 1-2 (November 8, 1996); Phase 2 Order at 1-2 (December 3, 1996); Phase 3 Order at 1-2 (December 4, 1996); Phase 4 Order at 1-2 (December 4, 1996). The Department has conducted all arbitrations under § 252 with the full intent that its decisions were binding on both parties. While we agree with GNAPs that the rules set forth in the Local Competition Order apply specifically to situations where the FCC conducts the arbitration, we find the FCC's rules instructive, as well as consistent with our requirement that arbitrations are binding on both parties to the arbitration.

We find that GNAPs misreads the FCC's statement in the Local Competition Order, at ¶ 1293, that "competing carriers do not have an affirmative duty to enter in to agreements under section 252," as somehow granting GNAPs the right to refuse to enter into an arbitrated agreement so long as such refusal does not constitute a failure to negotiate in good faith (see Opposition at 5-6).[9] The Department disagrees with GNAPs' interpretation. The more appropriate reading is that § 252 of the Act affords competing carriers the choice between purchasing services through an incumbent's tariff, negotiating an agreement, or arbitrating an agreement with the incumbent. On the other hand, incumbent LECs may not force a CLEC to purchase from its tariff, but must enter into an interconnection agreement if the CLEC requests to do so, either by negotiating or arbitration. This reading is more consistent with the Act and

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[9] The FCC stated that "[w]e also believe that, although competing providers do not have an affirmative duty to enter into agreements under 252, a requesting carrier might face penalties if, by refusing to enter into an arbitrated agreement, that carrier is deemed to have failed to negotiate in good faith." Local Competition Order at ¶ 1293.

at odds with the definition of a contract. A contract binds both parties -- a contract that permits one party absolute discretion to void the contract and to enter into another contract of its choosing is no contract at all. Under GNAPs' interpretation of § 252(i) of the Act and § 46.1 of the arbitrated agreement, nothing prevents GNAPs from voiding and adopting a more favorable contract, and from doing so repeatedly as soon as it discovers a more favorable agreement to adopt. Such a result is inconsistent with the Act's requirement that carriers negotiate in good faith. Accordingly, we find GNAPs' argument to be without merit.

Similarly, we are not convinced by GNAPs' claim that the purpose of § 252(i) – to prevent discrimination against CLECs by allowing any CLEC to operate under the same terms and conditions that apply to any other CLEC – somehow entitles GNAPs to adopt the Sprint Agreement in lieu of finalizing the arbitrated agreement. The § 252(i) adoption process permits a CLEC, during the negotiation process, to adopt another carrier's contract, not to do so after a decision has been reached through arbitration. The § 252(i) adoption process also allows a CLEC to avoid the costs and delay associated with negotiating its own contract. In the present case, we find that GNAPs' invocation of the § 252(i) adoption process is merely an attempt to avoid the Department's rulings in the Arbitration Order, and we agree with Verizon that such use is improper. The § 252(i) adoption process is not a loophole to evade the effectiveness of an arbitrated decision. Accordingly, we reject GNAPs' attempted adoption of the Sprint Agreement as somehow satisfying its obligations under our Arbitration Order.

We are also unpersuaded by GNAPs' claim of discrimination. Once again, we reiterate that the decision reached through arbitration is binding and the directives contained in the

Arbitration Order are clear and enforceable. As such, we will not accept GNAPs' attempt to adopt the Sprint Agreement as compliance.

Third, public policy reasons exist which dictate that decisions reached through arbitration are binding on both parties. To begin, permitting either party to an arbitration the ability to ignore our final decision undermines the arbitration process. We agree with Verizon that if GNAPs is permitted to ignore the Arbitration Order, it would establish precedent that encourages "strategic" arbitrations and permits carriers to game the system. For instance, without binding arbitrations, a carrier would have no incentive to negotiate in good faith as required by § 252(b)(5) because, if the carrier does not obtain the terms it desires through negotiations, the carrier could arbitrate for its desired result. If the desired result is not achieved through arbitration, the carrier can simply adopt another carrier's agreement that is more consistent with its desired result and, thus, be no worse off than at the beginning of the arbitration process. We will not permit such a result. Finally, the Department invests significant time, effort, and resources to arbitrate and render arbitration decisions. Permitting GNAPs to adopt another agreement in lieu of the decision reached through arbitration would result in a waste of the Department's limited resources, as well as an unnecessary burden on Verizon. That result is contrary to the public interest.

As noted above, we find that GNAPs' proffer of the Sprint Agreement fails to comply with our directives. As Verizon points out, the Sprint Agreement was available to GNAPs for adoption before GNAPs filed its petition for arbitration and, at any point prior to the issuance of our final Arbitration Order, GNAPs could have chosen to adopt the Sprint Agreement. But,

once our final Arbitration Order was issued, the adoption process under § 252(i) was not a lawful option in order to comply with the arbitrated decision. Verizon, on the other hand, has complied with our directive to incorporate our determinations into a final agreement. See Motion, Exhibit A. We have reviewed the agreement submitted by Verizon and find that it complies with our directives in the Arbitration Order. Accordingly, we grant Verizon's Motion and hereby approve the final arbitration agreement.[11] We direct the parties to sign the approved arbitration agreement and to submit a copy to the Department within seven (7) days of this Order.

In conclusion, we remind the Parties that § 252(b)(5) of the Act provides that:

> The refusal of any other party to the negotiation to participate further in the negotiations, to cooperate with the State commission in carrying out its function as an arbitrator, or to continue to negotiate in good faith in the presence, or with the assistance, of the State commission shall be considered a failure to negotiate in good faith.

We caution GNAPs that GNAPs' failure to sign the Department-approved arbitration agreement, as directed herein, will be deemed a refusal to cooperate with the Department in carrying out its function as arbitrator, and thus, shall be considered a failure to negotiate in good faith, as well as a violation of a lawfully-entered Department order. See G.L. c. 159, §§ 39, 40.

V. ORDER

After due consideration, it is

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[11] Because we grant Verizon's Motion for approval of the final arbitration agreement, we do not reach the merits of Verizon's request, in the alternative, for clarification.

ORDERED: That the issues under consideration in this Order be determined as set forth in this Order; and it is

FURTHER ORDERED: That Verizon's Motion for Approval of Final Arbitration Agreement or, in the Alternative, For Clarification, is granted; and it is

FURTHER ORDERED: That the Final Arbitration Agreement submitted to the Department as Exhibit A in Verizon's Motion is hereby approved;

FURTHER ORDERED: That the Parties sign and submit a copy of the executed Final Arbitration Agreement to the Department within seven (7) days of the date herein.

By Order of the Department,

_____/s/_____
Paul B. Vasington, Chairman

____/s/_____
James Connelly, Commissioner

____/s/_____
W. Robert Keating, Commissioner

_____/s/_____
Deirdre K. Manning, Commissioner

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO.	110087-TP	EXHIBIT	42
PARTY	AT&T		
DESCRIPTION	NY Pact-West Decision		
DATE	5/3/12		

STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE

At a session of the Public Service Commission held in the City of Albany on February 27, 2007

COMMISSIONERS PRESENT:

Patricia L. Acampora, Chairwoman
Maureen F. Harris
Robert E. Curry, Jr.
Cheryl A. Buley

CASE 06-C-1042 – Petition of Pac-West Telecomm, Inc. for a Declaratory Ruling Respecting Its Rights to Interconnection with Verizon New York Inc.

DECLARATORY RULING REGARDING PAC-WEST TELECOMM, INC.'S INTERCONNECTION RIGHTS WITH VERIZON NEW YORK INC.

(Issued and Effective March 5, 2007)

BY THE COMMISSION:

BACKGROUND

In a Petition for a Declaratory Ruling (Petition) filed on August 28, 2006, Pac-West Telecomm, Inc.[1] (Pac-West) requested that the Commission rule Pac-West may:

1) terminate its existing template interconnection agreement with Verizon New York Inc. (Verizon) and 2) adopt the Verizon/Cablevision Lightpath Interconnection Agreement or 3) interconnect pursuant to a generally available Verizon tariff.[2]

On September 21, 2005, Pac-West requested that Verizon permit opt-in to the following interconnection agreements: Cablevision Lightpath (Cablevision) (New

[1] Pac-West is authorized by the Commission to operate in New York State as a facilities-based provider and reseller of telecommunications services. Case 06-C-0196, *Joint Petition for Approval of Transfer of Certificate of Public Convenience and Necessity Held by PWT of New York, Inc. to Pac-West Telecomm, Inc.* (issued April 13, 2006).

[2] Verizon submitted a Response to the Petition on September 18, 2006 and Pac-West replied October 16, 2006.

York), TelNet (Michigan), US LEC (Maryland), Broadwing (Texas), and AT&T (Verizon East and Verizon West). Verizon responded on September 22 that the US LEC, Cablevision, and Broadwing agreements were not available for adoption in the states specified and requested that Pac-West make another opt-in selection for those states. In addition, Verizon asked Pac-West "if...[it] would like to negotiate your own agreements in those states."[3] On October 25, 2005, Pac-West informed Verizon that it would opt-in to Verizon's template agreement in New York.[4] On November 22, 2005, Pac-West executed Verizon's template interconnection agreement, which provides for the agreement to continue for a 2-year term and not expire until November 21, 2007.[5] After the 2-year term, either Verizon or Pac-West can terminate the agreement upon notice.[6]

Subsequently, Pac-West informed Verizon on March 17, 2006, that it wanted to opt-in to the Cablevision agreement.[7] Verizon responded on March 29, 2006 that the Pac-West/Verizon template agreement "governs the relationship between the parties...[and] does not

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[3] Exhibit B, Verizon Response.

[4] Exhibit C, Verizon Response.

[5] The Pac-West/Verizon Interconnection Agreement was deemed approved by the Commission on March 7, 2005.

[6]
> 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until November 21, 2007 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
>
> 2.2 Either [Pac-West] or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

[7] Exhibit D, Verizon Response.

provide for early termination."[8] In addition, Verizon restated its position that the Cablevision agreement was not available for adoption. Pac-West replied on April 13, 2006 that §252(i) entitled it to terminate its existing agreement and adopt any other available agreement and maintained that the Cablevision agreement was available. As an alternative, Pac-West proposed an amendment to the template agreement that would incorporate terms regarding reciprocal compensation for virtual foreign exchange (VFX) traffic and optional extended local calling area traffic.[9] On May 30, 2006, Verizon informed Pac-West that it had no right to terminate its template interconnection agreement and also declined to amend the agreement as proposed by Pac-West.

PARTIES' POSITIONS

Pac-West maintains that it has the right under §252(i) to opt-in to another interconnection agreement or take telecommunications services pursuant to a Verizon tariff, "[n]otwithstanding the fact that Pac-West signed the Verizon template agreement."[10] Pac-West argues that because termination of an existing interconnection agreement is not included as one of the §252(i) restrictions set forth in 47 CFR §51.809, nothing in federal law expressly prohibits Pac-West's intended course of action. Pac-West cites *Global NAPs, Inc. v. Verizon New England, Inc.*[11] as "the...one judicially crafted exception to the right of a CLEC to opt-in to an available interconnection agreement" but states the decision is inapplicable because Pac-West and Verizon did not engage in §252(b) arbitration. Pac-West also references a provision in the template agreement that it maintains evinces intent by the parties to allow termination of the agreement in order to exercise a 252(i) option:

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[8] Exhibit E, Verizon Response.

[9] Exhibit F, Verizon Response.

[10] Petition at 6.

[11] 396 F.3d 16 (1st Cir. 2005).

> 46. Section 252(i) Obligations
> To the extent required by applicable law, each party shall comply with Section 252(i) of the Act. To the extent that the exercise by [Pac-West] of any of its rights it may have under Section 252(i) results in the rearrangement of services by Verizon, [Pac-West] shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon services.

Pac-West contends that termination charges would not have been discussed in the template agreement had the parties not contemplated a right to take services pursuant to another agreement or tariff. In addition, Pac-West maintains that the "most favored nation" clause in the FCC's 1996 *Local Competition Order,*[12] confers the right to opt-in to any interconnection agreement without requiring that the requesting carrier finish out the term of an existing agreement. Pac-West cites a 10th Circuit case, *US West v. Sprint,*[13] as emphasizing a CLEC's right pursuant to §252(i) "to effectively amend its own interconnection agreement by taking advantage of more favorable provisions contained in other CLEC interconnection agreements." Based on the premise that it is permitted to adopt another interconnection agreement during the term of its template agreement, Pac-West states that its choices for adoption are the Cablevision agreement as well as Verizon interconnection tariffs.

Verizon responds that the template agreement does not expire until November 22, 2007 and cannot be unilaterally terminated before that date. Moreover, Verizon asserts that allowing Pac-West to terminate a binding interconnection agreement in order to opt-in to a replacement agreement, would undermine the §252 statutory scheme of interconnection. If Pac-West were to prevail, Verizon contends that any CLEC dissatisfied with an existing interconnection agreement could replace it by opting-in to

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[12] *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996,* CC Docket 96-98, First Report and Order, 11 FCC Rcd 15499 para. 1316 (1996) (*Local Competition Order*).

[13] *US West Communications, Inc. v. Sprint Communications Company, LP,* 275 F.3d 1241 (10th Cir. 2002) (US West).

another agreement, bypassing state commission §252 determinations, and rendering the good faith negotiation requirements of §252 a nullity.

Verizon maintains that the *Global NAPs* decision directly applies to Pac-West's proposal to terminate its template agreement and opt-in to a replacement agreement, despite Pac-West's assertion to the contrary. Verizon states the conclusion reached by the Court in *Global NAPs* that state commission §252 decisions were binding on parties to an arbitration and could not be voided by opting-in to a replacement agreement, arose from the context of a Massachusetts Department of Transportation and Energy (DTE) matter in which the DTE rejected an argument similar to Pac-West's in this proceeding, i.e., that a Verizon/Global NAPs interconnection agreement provision referencing §252(i) authorized voiding an arbitrated agreement by opting-in to an existing interconnection agreement.[14] The Massachusetts DTE rejected that argument as a basis for authorizing the unilateral termination of an existing contract.[15]

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[14] The referenced provisions in the GNAPs/ Verizon agreement, which are almost identical to those in the template agreement cited by Pac-West for the same proposition, stated:

"[t]o the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act…. ." Section 46.1

"To the extent that the exercise by GNAPs of any rights it may have under Section 252(i)….results in the rearrangement of Services by Verizon, GNAPs shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services." Section 46.2

[15] *Petition of Global NAPs, Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996, for Arbitration to Establish an Interconnection Agreement with Verizon New England, Inc. d/b/a Verizon Massachusetts, f/k/a/ New England Telephone & Telegraph Co. d/b/a Bell Atlantic-Massachusetts,* Commonwealth of Massachusetts Department of Telecommunications and Energy, D.T.E. 02-45, Order on Verizon New England, Inc. d/b/a Verizon Massachusetts' Motion for Approval of Final Arbitration Agreement or, in the Alternative, for Clarification (February 19, 2003) at 11-12.

In response to Pac-West's interpretation that the "most favored nation" clause in the FCC's 1996 *Local Competition Order,*[16] confers the right to opt-in to any interconnection agreement without requiring that the requesting carrier finish out the term of an existing agreement, Verizon states that while at one time the *Local Competition Order* pick-and-choose rule allowed a CLEC to amend an interconnection agreement by adopting individual terms from another interconnection agreement, this approach was superseded in the FCC's *All-or-Nothing Order.*[17] Verizon further asserts that termination of an existing agreement and replacement with another interconnection agreement is not even addressed, let alone conferred as a right, by the *All-or-Nothing Order.* In addition, Verizon maintains that the *US West* 10th Circuit decision cited by Pac-West as confirmation of a CLEC's §252(i) right to take advantage of more favorable provisions contained in other CLEC interconnection agreements, simply clarified that under the pick-and-choose rule, a CLEC could amend an existing interconnection agreement with additional provisions. Verizon characterizes Pac-West's argument that it is entitled to terminate its current interconnection agreement by adopting another with more favorable terms as tantamount to assertion of unconditional 252(i) rights, despite regulatory and judicial interpretations that 252(i) does not confer unrestricted rights.

Further, Verizon maintains that there is no support for Pac-West's allegations of discriminatory and anti-competitive behavior: Pac-West freely chose to adopt the template agreement rather than pursue a Commission ruling regarding its right to opt-in to a specific agreement and Pac-West did not attempt to negotiate changes in the template agreement. Finally, Verizon states that the Cablevision agreement is not available for adoption.

In reply, Pac-West maintains that the template agreement is subordinate to its §252(i) rights to adopt an available interconnection agreement and that because there

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[16] *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996,* CC Docket 96-98, First Report and Order, 11 FCC Rcd 15499 para. 1316 (1996) (*Local Competition Order*).

[17] *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-358, Second Report and Order, FCC 04-164 (rel. July 13, 2004) (*All-or-Nothing Order).*

was no binding arbitration order issued in this matter, the *Global NAPs* decision is inapplicable. In addition, Pac-West maintains that *US West* allows amendment of its existing interconnection agreement by opting-in to other CLEC agreements. Pac-West responds to Verizon's argument that the FCC's 2004 *All-or-Nothing Order,*[18] supplanted the prior pick-and-choose process of amending an existing agreement by incorporating individual terms from interconnection agreement by stating that the only change made by the *All-or-Nothing Order* was eliminating adoption of individual provisions. Pac-West also argues Verizon's characterization of Pac-West as freely executing the template agreement is inaccurate based on Pac-West's decision that it had no other choice if it wanted to avoid delay and expense in entering the New York market.

DISCUSSION AND CONCLUSION

Pac-West has an executed interconnection agreement with Verizon which does not expire until November 21, 2007. [19] Pac-West began the process that led to this agreement by deciding to forego negotiation or arbitration and instead requesting §252(i) opt-in to a specific agreement, the Cablevision interconnection agreement. Verizon is required pursuant to §252(i) "to make available any interconnection, service, or network element provided under an agreement....to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement." However, an ILEC's §252(i) obligation is limited by regulation [20] and the ILEC may challenge an opt-in request.

Verizon did challenge Pac-West's request by stating that the Cablevision agreement was not available in New York and Verizon, therefore, requested that Pac-West make another opt-in selection. Rather than seeking a determination regarding the

[18] *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-358, Second Report and Order, FCC 04-164 (rel. July 13, 2004) (*All-or-Nothing Order).*

[19] After November 21, 2007, either party may give written notice that it wishes not to continue the agreement .

[20] 47 CFR §51.809.

appropriateness of Verizon's challenge, Pac-West decided to opt-in to a different interconnection agreement, Verizon's template agreement. Ten days after the Pac-West/Verizon agreement was approved by the Commission, and well before the 2-year term expired, Pac-West notified Verizon that it wanted to opt-in to the Cablevision agreement. Verizon informed Pac-West that their template agreement now governed the parties' relationship, did not provide for early termination, and in any event, the Cablevision agreement was not available for adoption. Subsequent discussions between Pac-West and Verizon did not result in a change of position by either party.

Pac-West claims that despite the clearly expressed termination provisions in the template agreement, unilateral termination is authorized whenever a §252(i) option is exercised. As support for that contention, Pac-West maintains that applicable law, as interpreted by the FCC and courts, authorizes termination as a consequence of exercising a paramount opt-in right. Verizon argues that current law does not supersede contractual obligations.

Section 252 provides three methods for a CLEC and an ILEC to reach the interconnection agreement in which ILEC telecommunication services are provided: negotiation (§252[a]); arbitration (§252[b]); and adoption (§252[i]). At issue is the §252(i) adoption process.

In August 1996, the FCC first interpreted §252(i) and decided that a pick-and-choose rule allowing a CLEC to adopt individual provisions from any state commission approved interconnection agreement to which the ILEC was a party would prevent discrimination.[21] After concluding §252(i) supported an interpretation allowing access to individual provisions in an interconnection agreement, the FCC determined that because §252(i) conferred a statutory right, "most favored nation" clauses in interconnection agreements were not required to enable a requesting carrier to avail itself of terms and conditions subsequently negotiated by another carrier.[22] The FCC then

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[21] In re Implementation of the Local Competition Provisions in the Telecommunication Act of 1996, *First Report and Order,* 11 FCC Rcd 15499 (1996)(Local Competition Order).

[22] *I.d. ¶1316.*

went on to restrict use of the pick-and-choose rule as to cost, technical feasibility, and time.[23] In practice, CLECs were able to bypass the negotiation or arbitration process and adopt an existing interconnection agreement *in toto* or, because individual provisions were available for selection, amend an existing agreement.

In 2003, the FCC decided to revisit the pick-and-choose rule.[24] On July 13, 2004, the FCC adopted an all-or-nothing rule which required a CLEC to adopt an existing interconnection agreement in its entirety.[25] The FCC concluded that the pick-and-choose rule had not promoted negotiated interconnection agreements and ILECs seldom made significant concessions in negotiations in order to guard against opt-in by CLECs who could obtain the same bargained for concessions without making any trade-offs.[26] Both the *All-or-Nothing Order* and pick-and-choose rule portions of the *Local Competition Order* are silent regarding a CLEC's right to terminate an existing and approved interconnection agreement pursuant to a §252(i) adoption.

However, recent judicial interpretations of §252(i) have discussed the limits of adoption. In *Global NAPs,* the Court considered whether the Massachusetts Department of Telecommunications and Energy (DTE) violated §252(i) by precluding Global NAPs, a CLEC, from nullifying its arbitrated interconnection agreement with Verizon in order to opt-in to an existing Verizon/Sprint agreement. Global NAPs argued, as does Pac-West, that the effect of §252(i) overrides any existing obligation. The Court rejected this argument, stating that "§252(i) says nothing of the sort. Rather, it is written in terms of an obligation on the part of ILECs to make agreements available to potential

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[23] 47 CFR §51.809.

[24] In re Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, *Report and Order on Remand and Further Notice of Proposed Rulemaking*, 18 FCC Rcd 16978 (2003).

[25] In re Review of the Section 252 Unbundling Obligations of Incumbent Local Exchange Carriers, *Second Report and Order,* 19 F.C.C.R. 13494 (2004) (All-or-Nothing Rule).

[26] *All-or-Nothing Order, ¶13.*

CLECs, not as an unconditional right on the part of CLECs to modify their clear obligations... ."[27]

The *Global NAPs* decision[28] not only refutes Pac-West's contention that it has an unconditional right to opt-in to another agreement but also that §252(i) authorizes voiding a contract. The *Global NAPs* decision arose from the context of a Massachusetts Department of Transportation and Energy (DTE) matter in which the DTE rejected the argument that §252(i) conferred "the right to void an existing binding contract and enter into a new, and more favorable contract, at any point."[29] Global NAPs' argument was based on a provision in its agreement with Verizon that is almost identical to the "252(i) Obligations" section in Pac-West/Verizon template agreement.[30] The Massachusetts DTE determined that provision did not authorize

unilateral termination of an existing contract:

> GNAPs would have us conclude that it has the right to void an existing binding contract and enter into a new, more favorable contract, at any point. Such a conclusion is at odds with the definition of a contract. A contract binds both parties - - - a contract that permits

[27] *Global Naps* at 25.

[28] In *Bellsouth Telecommunications, Inc. v. Southeast Telephone, Inc.,* 462 F. 3d 650, 659 (6th Circuit 2006), the Court cited the *Global NAPs* conclusion refuting that "the opt-in right conferred by the Act and the regulation was unconditional and automatic."

[29] D.T.E. 02-45, *Order on Verizon New England, Inc. d/b/a Verizon Massachusetts' Motion for Approval of Final Arbitration Agreement or, in the alternative, for Clarification, 11*(February 19, 2003).

[30] The referenced provisions in the GNAPs/ Verizon agreement stated:
"[t]o the extent required by Applicable Law, each Party shall comply with Section 252(i) or the Act.... ." Section 46.1
"To the extent that the exercise by GNAPs of any rights it may have under Section 252(i)....results in the rearrangement of Services by Verizon, GNAPs shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services." Section 46.2

> one party absolute discretion to void the contract and to enter into another contract of its choosing is no contract at all. Under GNAPs interpretation of §252(i) of the Act and §46.1 of the arbitrated agreement, nothing prevents GNAPs from voiding and adopting a more favorable contract, and from doing so repeatedly as soon as it discovers a more favorable agreement to adopt.[31]

The *US West Communications* case cited by Pac-West as allowing a CLEC to amend an interconnection agreement by opting-in to another agreement concerned a tariff opt-in provision. Previously, the district court had concluded that the tariff opt-in "violated §§ 251 and 252 because...it had the potential to negatively impact the negotiation of interconnection agreements."[32] The 10th Circuit Court of Appeals determined, however, that the district court's concerns were unfounded because the parties remained bound by their interconnection agreement and the opt-in provision at issue did not eliminate the agreement. This decision is consistent with the Court's concern in *Global NAPs* about honoring the binding effect of prior agreements. Unlike the situation presented in *US West* in which the tariff opt-in did not eliminate the existing agreement, sections in the Cablevision agreement, which Pac-West seeks to adopt, would displace the existing template agreement's provisions related to VFX traffic. Currently, sections 7.2.1 and 7.2.9 of the template agreement exclude VFX traffic from reciprocal compensation. The Cablevision agreement, Pac-West's opt-in choice, does not exclude VFX traffic from reciprocal compensation.

Based on the provisions in the current interconnection agreement between Pac-West and Verizon, unilateral early termination is not authorized. In addition, §252(i)

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[31] *Petition of Global NAPs, Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996, for Arbitration to Establish an Interconnection Agreement with Verizon New England, Inc. d/b/a Verizon Massachusetts, f/k/a/ New England Telephone & Telegraph Co. d/b/a Bell Atlantic-Massachusetts,* Commonwealth of Massachusetts Department of Telecommunications and Energy, D.T.E. 02-45, Order on Verizon New England, Inc. d/b/a Verizon Massachusetts' Motion for Approval of Final Arbitration Agreement or, in the Alternative, for Clarification (February 19, 2003) at 11-12.

[32] *US West v. Sprint* at 1250.

does not confer an unconditional right[33] to opt-in to an existing agreement or authorize unilateral termination of an existing interconnection agreement. Moreover, there is no support for voiding Pac-West's template agreement, despite its contention that there were no feasible alternatives. It is not necessary at this time to determine if the Cablevision agreement is available for adoption because there is no basis for authorizing early termination of Pac-West's interconnection agreement with Verizon.[34]

The Commission finds and declares:

1. Pac-West is not authorized to terminate its current template interconnection agreement with Verizon.

2. This proceeding is closed.

By the Commission

(SIGNED) JACLYN A. BRILLING
Secretary

[33] A CLEC's ability to pick and choose provisions from existing agreements was restricted from the FCC's first interpretation of §252(i) in the *Local Competition Order, i.e.,*, ILEC's were required to make provisions available only for a reasonable period of time and could avoid the rule based on technical nonfeasibility or greater cost. *47 C.F.R. §51.809.*

[34] We do not decide the relationship between termination and opt-in provisions in the context of an opt-in request involving an agreement approved subsequent to the agreement that is being terminated or superseded.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 110087-TP EXHIBIT 43
PARTY Express Phone
DESCRIPTION BellSouth v North Carolina Commission
DATE 5/3/12

Not Reported in F.Supp.2d, 2010 WL 5559396 (E.D.N.C.)
(Cite as: 2010 WL 5559396 (E.D.N.C.))

C
Only the Westlaw citation is currently available.

United States District Court, E.D. North Carolina, Eastern Division.
BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a AT & T North Carolina, Plaintiff,
v.
NORTH CAROLINA UTILITIES COMMISSION; Edward S. Finley, Jr., in his official capacity as the Chairman of the Commission; Robert V. Owens, Jr.; in his official capacity as Commissioner of the Commission; Tanola D. Brown–Bland, in her official capacity as Commissioner of the Commission Bryan E. Beatty, in his official capacity as Commissioner of the Commission; Lorinzo Little Joyner, in her official capacity as Commissioner of the Commission; William Thomas Culpepper, III, in his official capacity as Commissioner of the Commission; Susan Warren Rabon, in her official capacity as Commissioner of the Commission; and Nextel South Corp., Defendants.

No. 4:09-CV-33-FL.
Jan. 26, 2010.

Karen M. Kemerait, Matthew Gray Styers, Jr., Blanchard, Miller, Lewis & Styers, P.A., Raleigh, NC, for Plaintiff.

Margaret A. Force, N.C. Department of Justice, Raleigh, Nc, Amy E. Richardson, Joseph C. Cavender, Wiltshire & Grannis, LLP, Washington, DC, for Defendants.

ORDER

LOUISE W. FLANAGAN, Chief Judge.

***1** The matter now before the court presents for review decision of the North Carolina Utilities Commission ("the Commission") [FN1] approving and backdating an agreement between plaintiff and defendant Nextel South Corp. ("Nextel").[FN2] Upon careful review of the record and consideration of the parties' arguments in writing and at hearing, where the court finds no error by the Commission, decision is entered in favor of defendants.

FN1. Plaintiff voluntarily dismissed its claims against the Commission itself on April 1, 2009. Plaintiff's claims against the individual Commissioners in their official capacities remain. *See Verizon Md., Inc. v. Pub. Serv. Comm'n of Md.*, 535 U.S. 635 (2002) (allowing procedurally similar suit to proceed under *Ex parte Young*, 209 U.S. 123 (1908)). Throughout this order, "the Commission" collectively refers to the Commissioners acting in their official capacities.

FN2. Two separate rulings effectuate the decision herein challenged. The Commission approved the agreement at issue in order dated September 2, 2008, and set the effective date in order dated December 18, 2008.

STATEMENT OF THE CASE

Plaintiff, an incumbent local exchange carrier ("ILEC") required to interconnect its services with other telecommunications carriers pursuant to federally-mandated interconnection agreements ("ICAs"),[FN3] alleges that defendant Commission's decision allowing defendant Nextel to opt in to an existing ICA between plaintiff and various Sprint entities, including Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS (collectively "Sprint"), is contrary to federal law. Plaintiff alleges the challenged orders effectuating that decision do not meet the requirements of the Telecommunications Act of 1996 ("the Act"), Pub.L. No. 104–104, 110 Stat. 56 (codified as amended in scattered sections of 47 U.S.C.). It seeks declaratory and injunctive relief in the form of an order declaring the Commission's decision unlawful, enjoining defendants from seeking to enforce those orders, and directing defendant Commission to require defendant Nextel to make plaintiff whole for any losses incurred as a result of those orders.

FN3. An ILEC is a local telephone service provider "who had previously enjoyed [a] monopol[y] in local markets...." *BellSouth Telecomms., Inc. v. Sanford*, 494 F.3d 439, 441 (4th Cir.2007); *see also* 47 U.S.C. § 251(h)(1). To promote competition, federal law requires an ILEC to allow any requesting telecommunications carrier to physically in-

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> terconnect with its equipment so that the customers of each are able to place calls to one another. *See* 47 U.S.C. § 251(c)(2). This requirement is implemented through ICAs between ILECs and requesting carriers, which are arrived at through negotiation or arbitration, *see id.* § 252(a), (b), and then submitted to the local state utilities commission for approval, *see id.* § 252(e)(1). The state commission must follow state and federal laws limiting the permissible reasons for rejecting an ICA. *See id.* § 252(e)(2), (3). Once an ICA has been approved by the state commission, any other requesting carrier may adopt the approved ICA as its own, upon the same terms and conditions ("opt-in"). *See id.* § 252(i). The ILEC may object to this adoption before the state commission on grounds enumerated in federal regulations. *See* 47 C.F.R. § 51.809.

Defendants filed separate answers, denying among other things that the decision violates or is incompatible with federal law. On April 23, 2009, the court granted the parties' joint request that the issues raised in the pleadings be decided on the closed administrative record. On May 19, 2009, the settled record, comprised of documents before the Commission at Docket No. P–55, Sub 1710, was tendered to the court.

The issues before the court, including the lawfulness of the Commission's decision, were framed for decision through the vehicle of Rule 56 of the Federal Rules of Civil Procedure. In accordance with an agreed upon briefing schedule, plaintiff's opening brief was filed June 29, 2009 (DE # 43), defendant Nextel's brief in response was filed July 29, 2009 (DE # 46), defendant Commission's responsive brief was entered in the record July 30, 3009 (DE # 48), and plaintiff's omnibus reply brief was tendered by it August 19, 2009 (DE # 51). Arguments were heard November 18, 2009.

STATEMENT OF UNDISPUTED FACTS

Plaintiff had separate ICAs with Sprint and defendant Nextel. On June 22, 2007, defendant Nextel petitioned defendant Commission to allow it to adopt the Sprint ICA, which contained more favorable terms.[FN4] As the basis for its opt-in request, defendant Nextel invoked both 47 U.S.C. § 252(i) and federal merger commitments imposed on plaintiff by the Federal Communications Commission ("FCC").[FN5]

> FN4. Nextel's existing ICA with plaintiff set a reciprocal compensation rate of $0.0007 per minute, meaning that when a customer of either carrier made a telephone call to the other, the originating carrier was obligated to pay the terminating carrier $0.0007 per minute for transporting and terminating the call. *See* 47 U.S.C. § 251(b)(5); 47 C.F.R. § 51.701(e). Under the Sprint ICA, the reciprocal compensation rate is effectively set to zero.

> FN5. Under the merger conditions, plaintiff was required to (I) "make available ... any entire effective [ICA], whether negotiated or arbitrated, that an AT & T/BellSouth ILEC entered into in any state in the AT & T/BellSouth 22–state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility" and (2) "permit a requesting telecommunications carrier to extend its current [ICA], regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law," see Memorandum Opinion and Order, *In re AT & T Inc. and BellSouth Corp.*, 22 F.C.C.R. 5662, App. F (Mar. 26, 2007).

Plaintiff objected to the opt-in request, alleging that the Sprint ICA had expired and was not available for opt-in, and that the Commission lacked authority to enforce the federal merger commitments. On July 24, 2007, the Commission stayed the case pending the outcome of an arbitration proceeding between plaintiff and Sprint addressing the Commission's authority to enforce federal merger conditions and the commencement date of the Sprint ICA's three-year extension.[FN6]

> FN6. At the time of the opt-in request, the Sprint ICA was effective on a month-to-month basis following the conclusion of its initial multi-year term running from January 1, 2001 to December 31, 2004. Pursuant to the merger commitments, Sprint had elected to extend the ICA for a new

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three-year term, but plaintiff and Sprint disagreed on the commencement date for the extension. Sprint's preferred commencement date was March 20, 2007, although it offered December 26, 2006 (the date the merger commitments became effective) as an alternative. Plaintiff contended the Commission did not have jurisdiction to enforce the merger commitments, and alternatively argued that the only reasonable commencement date for the extension was December 31, 2004 (the termination date of the original ICA).

***2** On December 10, 2007, defendant Commission approved the three-year extension to the Sprint ICA after plaintiff and Sprint agreed to a commencement date of March 20, 2007. Defendant Nextel filed motion for summary judgment with the Commission on March 18, 2008, arguing that the extension mooted plaintiff's objections. Plaintiff opposed the motion. On September 2, 2008, the Commission entered the first of the challenged orders ("the adoption order"), concluding that (1) it had concurrent jurisdiction with the FCC to construe and enforce the federal merger commitments; and (2) defendant Nextel had a right under both the merger commitments and § 251(i) to adopt the Sprint ICA.

The parties entered into the requested ICA as ordered, but differed as to the effective date. After further proceedings before it, defendant Commission adopted Nextel's proposed commencement date of June 22, 2007. In that order ("the backdating order"), after noting the considerable delay that had occurred following Nextel's petition for adoption, the Commission concluded the Sprint ICA was a valid ICA subject to adoption by third parties and that Nextel's adoption would have therefore become effective on that date had plaintiff not raised objections later found to lack merit.

Rejecting the notion that setting an effective date predating its first order would prejudice plaintiff, defendant Commission noted that plaintiff had, by that time, been put on notice that defendant Nextel wished to adopt the ICA as a matter of law and that the relationship between the two parties was subject to change as of that date.

DISCUSSION

A. Standard of Review

Summary judgment is appropriate when there exists no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. Fed.R.Civ.P. 56(c); *Anderson v. Liberty Lobby*, 477 U.S. 242, 247 (1986). The party seeking summary judgment bears the initial burden of coming forward and demonstrating the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). Once the moving party has met its burden, the nonmoving party then must affirmatively demonstrate that there exists a genuine issue of material fact requiring trial. *Matsushita Elec. Indus. Co. Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). There is no issue for trial unless there is sufficient evidence favoring the non-moving party for a jury to return a verdict for that party. *Anderson*, 477 U.S. at 250.

"Actions of state commissions taken under 47 U.S.C. §§ 251 and 252 are reviewed in federal court *de novo* to determine whether they conform with the requirements of those sections." *BellSouth Telecomms., Inc. v. Sanford*, 494 F.3d 439, 447 (4th Cir.2007) (citing *GTE South, Inc. v. Morrison*, 199 F.3d 733, 745 (4th Cir.1999)) (additional citations omitted). However, "even with [the] *de novo* standard of review, an order of a state commission may deserve a measure of respect in view of the commission's experience, expertise, and the role that Congress has given it in the Telecommunications Act." *Id.* at 448 (citing *Skidmore v. Swift & Co.*, 323 U.S. 134, 139–40 (1944)). Therefore, even though the court engages in *de novo* review, it does so "with a respect for the Commission's special role in the regulatory scheme, its freedom to maneuver in that role, its expertise and experience, and the care it has taken in the particular task of forming its orders." *Id.* at 449 (specifically discussing the Commission).

***3** The Commission's findings of fact are reviewed under the more deferential "substantial evidence" standard, *GTE South*, 199 F.3d at 745, which is not meaningfully different from the "arbitrary and capricious" standard of review, *id.* at 745 n. 5. The court must therefore "uphold a [fact-finding] decision that has substantial support in the record as a whole even if it might have decided differently as an original matter." *Id.* at 746 (quotations omitted).

B. Analysis

Plaintiff raises three challenges to the Commission's orders. First, it argues that the Commission

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violated federal law in setting an effective date for the Nextel ICA that predates the Commission's order requiring its adoption. Second, it argues that the Commission violated federal law in setting an effective date corresponding to a date on which the adopted agreement was itself expired. Third, it argues that the Commission acted arbitrarily and capriciously by considering litigation delay in setting the effective date. For the reasons that follow, none of these arguments is persuasive.

1. Federal Law Allows the Commission to Set an Effective Date Predating Its Order

Plaintiff's argument against setting pre-order effective dates for ICAs is based primarily on the requirement that any ICA adopted through negotiation or arbitration must be submitted to the state commission for approval. *See* 47 U.S.C. § 252(e)(1). Assuming *arguendo,* however, that the effective date of a negotiated or arbitrated ICA can be set no earlier than the date on which a state commission approves it under § 252(e), the same does not necessarily hold true for an ICA entered into through the opt-in process of § 252(i). As detailed below, nothing in the Act or the implementing regulations requires the same approval process for § 252(i) opt-in requests. Because the ICA sought to be adopted must already have been approved by the state commission, a commencement date set as the date of the opt-in request causes no prejudice to either party. Furthermore, the cases cited by plaintiff condemning retroactive regulation are inapposite where the process of resolving objections to opt-in requests is one of adjudication, not retroactive regulation.

There is no textual support in the Act itself for plaintiff's argument that opt-in requests are subject to an additional approval process before they may become effective. The Act dictates only that "[a] local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement." 47 U.S.C. § 252(i). The wording of the Act purposely fails to mention the need for further approval, because any ICA sought to be adopted under § 252(i) will already have already been approved following the original negotiation or arbitration of that agreement.

*4 Nor do the regulations support plaintiff's position. The fact that the FCC requires approved ICAs be made available for opt-in "without unreasonable delay," *see* 47 C.F.R. § 51.809, does not suggest that the opt-in requests themselves cannot be self-executing or cannot be made effective as of the date of a requesting carrier's petition.[FN7] Similarly, the ability of an ILEC to raise objections to an opt-in request before the state commission, *see id.* § 51.809(b), does not suggest that approval is required and that the resolution of the objections is a condition precedent to the effectiveness of the request. Though in some cases an ILEC may attempt to "prove [ ] to the state commission" that providing the agreement to the requesting carrier will be technically infeasible or more expensive than the original agreement, *see id.,* neither the statute nor regulations dictate the process a state commission must use to resolve these questions. There is no prohibition on attempting, postadjudication, to place the parties in the position they would have occupied if not for the objection.[FN8]

FN7. The requirement to make agreements available "without unreasonable delay" at a minimum suggests that the effective date of the agreement should be as close to the petition date as possible. The FCC expressed a desire to "ensure competition occurs as quickly and efficiently as possible," First Report and Order, *In re Implementation of the Local Competition Provisions in the Telecomms. Act of 1996,* 11 F.C.C.R. 15499, 16141 ¶ 1321 (Aug. 8, 1996), aff'd in part and remanded on other grounds. *Iowa Utils. Bd. v. FCC,* 120 F.3d 753 (8th Cir.1997), aff'd in part and remanded on other grounds. *AT & T v. Iowa Utils. Bd.,* 525 U.S. 366 (1999), and "le[ft] to state commissions in the first instance the details of the procedures for making agreements available to requesting carriers on an expedited basis," *id.* The broad deference given to state commissions, in light of the FCC's preference for competition and timely adoption of ICAs, surely includes the ability to make an adopted ICA effective as of the date of the requesting carrier's petition.

FN8. To read such prohibition into the regulations would allow an ILEC to ensure delay of the opt-in simply by filing merit less

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> objections. Because the adopted agreement has the same expiration date as the original agreement, *see* Memorandum and Order, *In re Golbal NAPs South, Inc. Petition for Preemption*, 15 F.C.C.R. 23318, 23322 ¶ 8 n. 27 (1999), any objection necessarily shortens the time the adopted agreement is effective. The court does not suggest that plaintiffs applied a litigation strategy of delay in the instant case, but simply notes that there is significant potential for abuse under plaintiff's reading of the regulations.

Furthermore, in light of the "measure of respect" given to state commissions, *see Sanford*, 494 F.3d at 448, the court finds it significant that at least five other state commissions allow opt-in ICAs to be made effective as of the requesting carrier's opt-in request. In three states, a commission has specifically allowed a pre-order effective date as to Nextel's adoption of a BellSouth–Sprint ICA. *See* Final Order Granting Adoption, *In re Notice of Adoption of Existing Interconnection Agreement between BellSouth Telecomms., Inc. and Sprint Commc'ns Co. L.P.*, Nos. 070368–TP, 070369–TP, 2008 Fla. PUC LEXIS 412 (Fla. PUC Sept. 10, 2008); Order on Motion to Enforce, *In re Petition for Approval of NPCR, Inc.'s Adoption of the Interconnection Agreement between Sprint Commc'ns Co. L.P. and BellSouth Telecomms., Inc.*, Nos. 25430, 25431, 2008 Ga. PUC LEXIS 131 (Sept. 24, 2008); Opinion, *NPCR, Inc.*, Nos. U–30185, U–30186, 2009 La. PUC LEXIS 100 (May 14, 2009). In a fourth state, Washington, the case involved an unrelated dispute, *see* Initial Order, *Focal Commc'ns Corp. v. Verizon North, Inc.*, No. UT–013019, 2001 Wash. UTC LEXIS 332, at *30 (Oct. 17, 2001), and the fifth state, California, has arbitration rules explicitly informing ILECs that "[t]he effective date [of the agreement] ... could be made ... retroactive to the date when the arbitration request was filed." Resolution ALJ–181, Rule 7, 2000 Cal. PUC LEXIS 864 at *34–35 (Oct. 5, 2000).

Finally, the court disagrees with plaintiff's contention that *BellSouth Telecomms., Inc. v. Southeast Tel., Inc.*, 462 F.3d 650 (6th Cir.2006), in which the Sixth Circuit decided that a state commission could not decline to apply new FCC regulations on opt-in agreements that took effect between the date on which the requesting carrier petitioned for adoption and the date the state commission entered its order, supports it position in the instant case. *Southeast Telephone* was concerned with retroactive application of administrative rules governing opt-in requests.[FN9] By contrast, this case involves whether, upon adjudicating a dispute where there has been *no* change in the regulatory regime, the Commission's enforcement of its order may properly touch upon a time prior to its final decision. Consequently, adjudication of plaintiff's objection in the instant matter "involved that form of administrative action where retroactivity is not only permissible but standard." *Bowen v. Georgetown Univ. Hosp.*, 488 U.S. 204, 221 (1988) (Scalia, J., concurring); *see also id.* ("Adjudication deals with what the law was; rulemaking deals with what the law will be."). Though an ILEC has the right to have its objections heard, defendant Commission may " 'make' law retroactively through adjudication, just as courts routinely do," *id.* at 222, and did so in this matter, holding that federal law allowed defendant Nextel's opt-in request on the day of its petition.

> FN9. The FCC's initial regulations allowed requesting carriers to adopt individual terms or services from ICAs under the "pick-and-choose rule." In *AT & T Corp v. Iowa Utils. Bd.*, 525 U.S. 366 (1999), the Supreme Court upheld this interpretation of the statute. Four years later, the FCC adopted an "all or nothing" rule requiring a requesting carrier to adopt the entire agreement. Second Report and Order, *Review of the Section 251 Unbundling Obligations of Local Exchange Carriers*, 19 F.C.C.R. 13494, 13496 ¶ 3 (2004). As a general matter, a state commission must apply whatever regulation is in force at the time of its decision. The commission in *Southeast Telephone* believed that to do so in the particular circumstances of that case would subject the parties to an impermissibly retroactive regulatory regime. In holding that the regulations were not impermissibly retroactive, the Sixth Circuit noted that "[n]either § 252(i) ... nor the FCC regulations interpreting it create an unconditional opt-in right or 'guarantee' that [a requesting carrier's] adoption request will be granted. To the contrary, ... ILECs retain the ability to challenge opt-in requests." *Southeast Tel.*, 462 F.3d at 658–59. The court's decision in that case hinged on whether the requesting carrier had a vested right to opt in to the agreement upon filing its petition with

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> the state utilities commission. *Id.* at 657 (citing *Landgraf v. USI Film Prods.*, 511 U.S. 244 (1994)). The court held that the requesting carrier had no vested right to the ICA because adoption was not "an already-completed event" until approval. *Id.* at 660. This language, seemingly helpful to plaintiff, has no application when divorced from the context of regulatory rulemaking.

2. The Sprint ICA Was Effective On June 22, 2007

***5** Having concluded that a state commission may make an opt-in agreement effective as of the date of a requesting party's petition, the question remains in this case as to whether the specific date chosen by the Commission violates federal law. Plaintiff contends that because the Sprint ICA had been approved and subject to public inspection six years earlier, and had expired more than two years earlier, Nextel's June 22, 2007 petition was untimely. Assuming *arguendo* that such a result would generally be impermissible due to the requirement that approved agreements remain available only for a "reasonable amount of time," 47 C.F.R. § 51.809(c), the particular circumstances presented here nevertheless allow an effective date of June 22, 2007, because the federal merger commitments expand the window for adoption of any ICA previously entered into by plaintiff.

Defendant Commission relied on the federal merger commitments in setting an effective date of June 22, 2007. One of these commitments requires plaintiff to "make available to any requesting telecommunications carrier any entire effective interconnection agreement ... entered into in any state in [its] operating territory...." Memorandum Opinion and Order, *In re AT & T Inc. and BellSouth Corp.*, 22 F.C.C.R. at 5809, App. F ¶ 7.1. This commitment creates an independent ground for adoption of any ICA that was "effective," regardless of whether a reasonable time had passed since its negotiation or arbitration. Though plaintiff argues that the purpose of the merger commitment is to make agreements available for opt-in across state lines, which is otherwise prohibited by § 252(i), *see* Memorandum Opinion and Order, *Application of GTE Corp.*, 15 F.C.C.R. 14032, 14179 ¶ 314 (June 16, 2000), nothing in the commitment is explicitly so limiting. Based on its text, the commitment also waives the requirement that the agreement be adopted within a reasonable time from its approval. Plaintiff's argument that the merger commitments do not address adoption of expired agreements is without merit, because the language used by the commitments is "effective," and the Sprint ICA continued to be effective on a month-to-month basis regardless of whether its initial term had expired.[FN10]

> FN10. Additionally, a separate merger commitment requiring plaintiff to permit carriers to extend current ICAs ensured that the Sprint ICA would continue under the same terms regardless of the month-to-month extensions. Moreover, the extension signed by plaintiff and Sprint was given effect from March 20, 2007, which predates Nextel's opt-in petition. Both of the alternative dates suggested by plaintiff or Sprint for their ICA (December 26, 2006 and December 31, 2004) also predate Nextel's petition.

Furthermore, defendant Commission was correct to assert concurrent jurisdiction to enforce the merger commitments. The FCC committed the resolution of opt-in disputes to state commissions in the first instance, and it made clear that the merger commitments were not intended "to restrict, supersede, or otherwise alter state or local jurisdiction under the [Act] or over the matters addressed in the [ ] commitments...." Memorandum Opinion and Order, *In re AT & T Inc. and BellSouth Corp.*, 22 F.C.C.R. at 5807, App. F. The Commission had jurisdiction to adjudicate the opt-in dispute where the FCC "le[ft] to state commissions in the first instance the details of the procedures for making agreements available to requesting carriers on an expedited basis." First Report and Order, *In re Implementation of the Local Competition Provisions in the Telecomms. Act of 1996,* 11 F.C.C.R. at 16141 ¶ 1321.

3. The Commission's Order Was Not Arbitrary and Capricious

***6** Because defendant Commission had the authority to enforce the federal merger conditions, and those conditions allow a date of June 22, 2007, to be set, the only question remaining for the court is whether the decision to use that particular date was arbitrary and capricious. The court concludes that it was not. As set forth in the backdating order, the Commission chose that date because (1) the merger commitments were meant to make the process of adopting ICAs easier, more efficient and less costly;

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(2) the Commission's practice is to make proposed adoption agreements effective on the date upon which the petition is filed; (3) the date puts the parties in the approximate position they should have occupied given the Commission's subsequent decisions; (4) plaintiff had notice on that date that Nextel sought to adopt the Sprint ICA; and (5) to choose a later date would reward litigation delay. Regardless of whether plaintiff was responsible for any litigation delay, the first four rationales are independently sufficient for selecting a June 22, 2007 date.

CONCLUSION

As set forth above, plaintiff is not entitled to the relief claimed, where defendant Commission's decision complies with federal law. There being no genuine issue of material fact, judgment in the case is entered in favor of defendants as a matter of law, dismissing the action. The clerk is DIRECTED to close the case.

SO ORDERED.

E.D.N.C.,2010.
BellSouth Telecommunications, Inc. v. North Carolina Utilities Com'n
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DESCRIPTION Excerpt from Express Phone ICA
DATE 5/3/12

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 Express Phone, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected 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. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Express Phone any entire resale agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

12.1 If Express Phone changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Express Phone to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Express Phone shall provide BellSouth with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), BellSouth's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Express