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150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

March 2, 2001

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

010292-TP

Re: Approval of the negotiated Resale Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and BroadRiver Communications Corporation pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and BroadRiver Communications Corporation are submitting to the Florida Public Service Commission their negotiated Resale agreement for the interconnection, resale and collocation of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to BroadRiver Communications Corporation. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated Resale agreement between BellSouth and BroadRiver Communications Corporation within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (KA)

DOCUMENT NUMBER-DATE

02938 MAR-60

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between BroadRiver Communication Corporation and BellSouth Telecommunications, Inc., dated February 14, 2001, for all nine states of the BellSouth region consists of the following:

ITEM	NO. PAGES
Title Page	1
General Terms and Conditions	21
Attachment 1	5
Exhibit A	19
TOTAL	46

STANDALONE AGREEMENT FOR EELS

By and Between

BellSouth Telecommunications, Inc.

And

BroadRiver Communication Corporation

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and BroadRiver Communication Corporation, (“BroadRiver”), a Delaware corporation, and shall be deemed effective on the date when executed by both Parties (the “Effective Date”). This Agreement may refer to either BellSouth or BroadRiver or both as a “Party” or “Parties.”

WITNESSETH

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

WHEREAS, BroadRiver is or seeks to become a competitive local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, BellSouth and BroadRiver have entered into good faith negotiations pursuant to the Act to renegotiate an Agreement to replace the existing Agreement between the Parties, which expired on January 7, 2001, (“Expired Agreement”); and

WHEREAS, until such time as the Parties execute a new agreement, BellSouth and BroadRiver shall continue to operate under the rates, terms and conditions of the Expired Agreement; and

WHEREAS, BellSouth desires to offer and BroadRiver desires to purchase certain new products and services in order to satisfy the specific business needs of BroadRiver as referenced in Attachment 1 attached hereto;

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

Definitions

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

1. Purpose

- 1.1 To the extent provided in this Agreement and its Attachments, the Network Elements, Combinations, or other services provided pursuant to this Agreement may be connected to other Network Elements, Combinations, or other services provided by BellSouth or to any Network Elements, Combinations, or other services provided by BroadRiver itself or by any other vendor. To the extent provided in this Agreement and its Attachments, BroadRiver may, at any time add or delete the Network Elements, Resale Services, Combinations or other services purchased hereunder.
- 1.2 BellSouth will not discontinue any unbundled Network Element or Combination thereof that BellSouth is required to provide to BroadRiver under this Agreement during the term of this Agreement without BroadRiver's consent, except (i) to the extent required by network changes or upgrades, in which event BellSouth will comply with the network disclosure requirements stated in the Act and FCC regulations thereunder or (ii) if permitted by Applicable law.
- 1.3 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned

2. **Term of the Agreement**

2.1 This Agreement shall remain in effect until such time as the Parties execute a new Agreement.

2.2 This Agreement shall terminate on the Effective Date of a new Agreement between the Parties.

3. **Ordering Procedures**

3.1 BroadRiver shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Abbreviation (ACNA) code as applicable prior to placing its first order.

3.2 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.

3.3 Charges for Operational Support Systems (OSS) are set forth in this Agreement in Attachment 1, as applicable.

4. **Parity**

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 BroadRiver shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of BroadRiver 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 end users and service quality as perceived by BroadRiver.

5. **White Pages Listings**

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

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

- 5.2.1 Rates. So long as BroadRiver provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to BroadRiver one (1) primary White Pages listing per BroadRiver subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.3 Procedures for Submitting BroadRiver Subscriber Listing Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
- 5.3.1 Notwithstanding any provision(s) to the contrary, BroadRiver agrees to provide to BellSouth, and BellSouth agrees to accept, BroadRiver's Subscriber Listing Information (SLI) relating to BroadRiver's customers in the geographic area(s) covered by this Interconnection Agreement. BroadRiver authorizes BellSouth to release all such BroadRiver SLI provided to BellSouth by BroadRiver to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such BroadRiver SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain Commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to BroadRiver for BellSouth's receipt of BroadRiver SLI, or for the subsequent release to third parties of such SLI.
- 5.3.3 Neither Party shall be liable for the content or accuracy of any SLI provided by the other Party under this Agreement. The Parties shall indemnify, hold harmless and defend the other Party 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 tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate listings or use of the SLI provided pursuant to this Agreement. The Parties shall forward to the other Party any complaints received relating to the accuracy or quality of listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. BroadRiver will be required to provide to BellSouth the names, addresses and telephone numbers of all BroadRiver customers that wish to be omitted from directories and/or directory assistance and BellSouth will treat appropriately the names, addresses and telephone numbers of

all BroadRiver customers that wish to be omitted from directories and/or directory assistance.

- 5.5 Inclusion of BroadRiver Customers in Directory Assistance Database. BellSouth will include and maintain BroadRiver subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and BroadRiver shall provide such Directory Assistance listings at no recurring charge. BellSouth and BroadRiver will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord BroadRiver's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to BroadRiver's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to BroadRiver subscribers in a timely manner and at no charge, in the same manner as it delivers such directories to its end users.

6. Bona Fide Request/New Business Request Process for Further Unbundling

If BroadRiver is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of BroadRiver, provide to BroadRiver access to its unbundled network elements at any technically feasible point for the provision of BroadRiver's telecommunications service as required by the Act, the FCC's effective orders and the Commission's effective orders. Except as otherwise provided in this Agreement or otherwise agreed to by the Parties in writing, any request by BroadRiver for access to an unbundled network element, interconnection option, or for the provisioning of any service or product that is not already available to BroadRiver or any other telecommunications carrier, including without limitation BellSouth or any BellSouth Affiliate, shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process.

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

- 7.1 To the extent technically feasible, BellSouth maintains call detail records for BroadRiver end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such

information for BroadRiver end users for the same length of time it maintains such information for its own end users.

- 7.2 BroadRiver agrees that BellSouth will 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 BroadRiver end users. BellSouth will immediately notify BroadRiver upon receipt of any subpoenas or court ordered requests to deliver call detail records when the targeted numbers belong to BroadRiver end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 7.3 Where BellSouth is providing to BroadRiver telecommunications services for resale or providing to BroadRiver the local switching function, then BroadRiver agrees that in those cases where BroadRiver receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to BroadRiver end users, if BroadRiver does not have the requested information, BroadRiver will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 7.4 In all other instances, BroadRiver will provide BroadRiver end user and/or other customer information that is available to BroadRiver in response to subpoenas and court orders for their own customer records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to BroadRiver end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BroadRiver.

8. Liability and Indemnification

- 8.1 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor BroadRiver shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.
- 8.2 Limitation of Liability.
- 8.2.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed. Notwithstanding the foregoing, claims by either Party for damages resulting from the gross negligence or willful misconduct of the other Party resulting from its failure to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

- 8.2.2 **Limitations in Tariffs.** A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer 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 Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.
- 8.2.3 Neither BellSouth nor BroadRiver shall be liable for damages to the other's terminal location, POI or other company's customers' 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 company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 8.2.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3 **Indemnification for Certain Claims.** The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.
- 8.4 **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY

CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Both parties are strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, service mark or trademark of the other Party
- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 10. Proprietary and Confidential Information**
- 10.1 10.1 **Proprietary and Confidential Information.** It may be necessary for BellSouth and BroadRiver, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 10.2 **Use and Protection of Information.** Recipient shall use the Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose

Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents. "Affiliates" means any company that is owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.

- 10.3 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- 10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until three (3) 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.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. 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.

12. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. In no event shall the Parties permit the pendency of a dispute to disrupt service to any BroadRiver Customer contemplated by this Agreement.

13. Taxes

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

- 13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, 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 the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. 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.
- 13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall use best efforts to determine whether and to what extent any such taxes or fees are applicable and cooperate with the purchasing party in resolving any outstanding issues.. The providing Party shall further retain 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. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest.
- 13.4.4 If after consultation in accordance with the preceding Section, the purchasing Party does not agree with the providing Party's final determination as to the

application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 12 of this Agreement.

Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein.

Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

- 13.4.5 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.
- 13.4.6 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.
- 13.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.8 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.
- 13.4.9 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. Notwithstanding any other

provision in this Agreement, each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses including reasonable attorney's fees, that arise out of its failure to perform its obligations under this Section.

- 13.5 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.

14. Force Majeure

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

- 14.2 Notwithstanding Subsection 14.1, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omissions of a Party's subcontractors, material supplier, suppliers or other third Parties providing products or services to such Party unless: (i) such acts or omissions are themselves the product of a Force Majeure condition, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where BellSouth is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. Adoption of Agreements

BellSouth shall make available without unreasonable delay, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to BroadRiver any interconnection, service, or network element provided under any other

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

16. Modification of Agreement

- 16.1 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.
- 16.2 If BroadRiver 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 BroadRiver to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 16.3 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.
- 16.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 16.5 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 BroadRiver or BellSouth to perform any material terms of this Agreement, BroadRiver or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.
- 16.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the

application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

17. 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 specific performance of any and all of the provisions of this Agreement.

18. Governing Law

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.

19. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations conducted between BroadRiver, a competitive local exchange carrier, and BellSouth, the incumbent local exchange carrier in the nine states this Agreement addresses.

20. Notices

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

BroadRiver

Jeremy Stern, Esq.
Erik J. Cecil, Esq.
Cole, Raywid & Braverman
1919 Pennsylvania Ave. N.W., Suite 200
Washington, DC 20006

and

Mark Brown
General Counsel and Vice President
BroadRiver Communication Corporation
47 Perimeter Center East, Suite 550
Atlanta, GA 30346

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

20.2 Where specifically required, notices shall be by certified or registered mail. 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.

20.3 BellSouth shall provide BroadRiver notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

21. Rule of Construction

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

22. 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.

23. Multiple Counterparts

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

24. Implementation of Agreement

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

25. 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. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, BroadRiver each party shall be responsible for one half of the cost of publishing the required notice and the publication and/or notice costs.

26. Entire Agreement

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

27. 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.

28. Severability

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

28. Relationship of the Parties

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

29. Compliance with Applicable Law

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

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

Network Elements and Other Services
Local Interconnection
Resale
Collocation

General Terms and Conditions
Page 21

The following services are included as options for purchase by BroadRiver. BroadRiver shall elect said services by written request to its Account Manager if applicable.

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

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

BellSouth Telecommunications, Inc.

C.W. Boltz
Signature

C.W. Boltz
Name

MANAGING DIRECTOR
Title

2-14-01
Date

BroadRiver Communication Corporation

Michael J. Huebner
Signature

MICHAEL J. HUEBNER
Name

ASSISTANT SECRETARY
Title

2/14/01
Date

1.0 **Enhanced Extended Link**

- 1.1 Where facilities permit and where necessary to comply with an effective FCC and/or Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 1.2 below.
- 1.2 Subject to Section 1.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 1.4 following. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to BroadRiver’s POP serving wire center. The circuit must be connected to BroadRiver’s switch for the purpose of provisioning telephone exchange service to BroadRiver’s end-user customers. The EEL will be connected to BroadRiver’s facilities in BroadRiver’s collocation space at the POP SWC, or BroadRiver may purchase BellSouth’s access facilities between BroadRiver’s POP and BroadRiver’s collocation space at the POP SWC.
- 1.3 BellSouth shall provide EEL combinations to BroadRiver in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to BroadRiver those EEL combinations described in Section 1.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to BroadRiver in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to BroadRiver only to the extent such network elements are Currently Combined.
- 1.4 **EEL Combinations**
- 1.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 1.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 1.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 1.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 1.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 1.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 1.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 1.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 1.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

- 1.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 1.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 1.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 1.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 1.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 1.5 EEL combinations for DS1 level and above will be available only when BroadRiver provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.
- 1.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 1.7 Special Access Service Conversions
 - 1.7.1 BroadRiver may not convert special access services to combinations of loop and transport network elements, whether or not BroadRiver self-provides its entrance facilities (or obtains entrance facilities from a third party), unless BroadRiver uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent BroadRiver requests to convert any special access services to combinations of loop and transport network elements at UNE prices, BroadRiver shall provide to BellSouth a letter certifying that BroadRiver is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option BroadRiver seeks to qualify for conversion of special access circuits. BroadRiver shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
 - 1.7.1.1 BroadRiver certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at BroadRiver's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, BroadRiver is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. BroadRiver can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
 - 1.7.1.2 BroadRiver certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop

portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at BroadRiver's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

- 1.7.1.3 BroadRiver certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. BroadRiver does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 1.7.2 In addition, there may be extraordinary circumstances where BroadRiver is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 1.7.1. In such case, BroadRiver may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon BroadRiver's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 1.7.3 BellSouth may at its sole discretion audit BroadRiver records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and BroadRiver shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, BroadRiver shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that BroadRiver is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from BroadRiver.
- 1.7.4 BroadRiver may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

1.8 Rates

- 1.8.1 Georgia
 - 1.8.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 1.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
 - 1.8.1.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 1.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
 - 1.8.1.3 To the extent that BroadRiver seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, BroadRiver, at its option, can request that such rates be determined pursuant to the BFR/NBR process.
- 1.8.2 All Other States
 - 1.8.2.1 Subject to Section 1.2 and 1.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 1.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
- 1.8.3 Multiplexing
 - 1.8.3.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.
- 2.0 Other Network Element Combinations
 - 2.1 In the state of Georgia, BellSouth shall make available to BroadRiver, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to BroadRiver, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
 - 2.2 Rates

- 2.2.1 Georgia
 - 2.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
 - 2.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
 - 2.2.1.3 To the extent that BroadRiver seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, BroadRiver, at its option, can request that such rates be determined pursuant to the BFR/NBR process.
- 2.2.2 All Other States
 - 2.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
- 3.0 UNE/Special Access Combinations
- 3.1 Additionally, BellSouth shall make available to BroadRiver a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent BroadRiver will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 1.7.
- 3.2 Rates
- 3.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit A and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

BELLSOUTH/BROADRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ENHANCED EXTENDED LINKS (EELs)									
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).									
DS1 interoffice Channel and 2-wire VG Local Loop EEL:									
Recurring Charges									
2-wire VG Loop per month, statewide	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA
2-wire VG Loop per month, Zone 1 (Note 1)	NA	\$20.52	\$15.40	NA	\$17.65	NA	TBD	NA	\$15.54
2-wire VG Loop per month, Zone 2 (Note 1)	NA	TBD	\$17.78	NA	\$30.32	NA	TBD	NA	\$19.55
2-wire VG Loop per month, Zone 3 (Note 1)	NA	TBD	\$28.26	NA	\$61.93	NA	TBD	NA	\$28.02
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	NA	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	NA	\$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	NA	\$75.83
DS1 Channelized System per month	NA	\$153.60	\$18.23	NA	\$209.87	NA	\$177.72	NA	\$165.21
VG (COC) interface card per month	NA	\$1.45	\$2.20	NA	\$1.62	NA	\$1.64	NA	\$1.25
Non-Recurring Charges - New EEL (Note 2)(Note 3)									
NRC- DS1 interoffice Facility Termination - 1st	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$217.17	NA	\$165.53
NRC-DS1 interoffice Facility Termination - Add1	NA	\$101.84	\$94.87	NA	\$123.03	NA	\$163.75	NA	\$124.84
NRC-2-wire VG Local Loop - 1st	NA	\$38.02	\$77.54	NA	\$128.42	NA	\$142.97	NA	\$103.76
NRC-2-wire VG Local Loop - Add1	NA	\$35.15	\$51.57	NA	\$93.60	NA	\$106.56	NA	\$65.84
NRC-DS1 Channelization System - 1st	NA	\$275.18	\$206.09	NA	\$220.07	NA	\$193.63	NA	\$222.87
NRC-DS1 Channelization System - Add1	NA	\$137.77	\$137.06	NA	\$135.20	NA	\$118.37	NA	\$135.80
NRC-VG(COC)interface card - 1st	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC-VG(COC)interface card - Add'	NA	\$8.77	\$8.66	NA	\$8.80	NA	\$11.28	NA	\$9.03
NRC- 2-wire VG Local Loop and Channelized DS1 interoffice Combination - Electro	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 interoffice Combination - Manual	NA	\$25.40	NA	NA	\$242.20	NA	\$66.20	NA	\$19.99
NRC- 2-wire VG Local Loop and Channelized DS1 interoffice Combination - Manual	NA	NA	\$33.63	NA	\$153.37	NA	\$51.40	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 interoffice Combination - Manual	NA	NA	\$27.49	NA	\$45.91	NA	NA	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 interoffice Combination - Manual	NA	NA	\$19.88	NA	\$8.06	NA	NA	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 interoffice Combination - Manual	NA	NA	\$11.85	NA	NA	NA	NA	NA	NA
DS1 interoffice Channel and 4-wire VG Local Loop EEL:									
Recurring Charges									
4-wire VG Loop per month	NA	NA	NA	NA	NA	NA	\$27.49	NA	NA
4-wire VG Loop per month, Zone 1 (Note 1)	NA	\$24.26	\$22.88	NA	\$24.36	NA	NA	NA	\$15.92
4-wire VG Loop per month, Zone 2 (Note 1)	NA	\$35.51	\$26.42	NA	\$41.85	NA	NA	NA	\$20.79
4-wire VG Loop per month, Zone 3 (Note 1)	NA	\$78.35	\$41.99	NA	\$86.47	NA	NA	NA	\$27.18
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	NA	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.0783	NA	\$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	NA	\$75.83
DS1 Channelized System per month	NA	\$153.60	\$18.23	NA	\$209.87	NA	\$177.72	NA	\$165.21
VG (COC) interface card per month	NA	\$1.45	\$2.67	NA	\$1.62	NA	\$1.64	NA	\$1.25
Non-Recurring Charges - New EEL (Note 2) (Note 3)									
NRC-DS1 interoffice Facility Termination - 1st	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$534.48	NA	\$165.53
NRC-DS1 interoffice Facility Termination - Add1	NA	\$101.84	\$94.87	NA	\$123.03	NA	\$462.69	NA	\$124.84
NRC-4-wire VG Local Loop - 1st	NA	\$329.76	\$228.99	NA	\$128.42	NA	\$288.47	NA	\$103.76
NRC-4-wire VG Local Loop - Add1	NA	\$178.91	\$203.26	NA	\$93.60	NA	\$237.45	NA	\$65.84
NRC-4-wire VG Local Loop - 1st	NA	\$275.18	\$206.09	NA	\$220.07	NA	\$301.74	NA	\$222.87
NRC-4-wire VG Local Loop - Add1	NA	\$137.77	\$137.06	NA	\$135.20	NA	\$182.57	NA	\$135.80
NRC-DS1 Channelization System - 1st	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC-DS1 Channelization System - Add1	NA	\$8.77	\$8.66	NA	\$8.80	NA	\$11.28	NA	\$9.03
NRC-VG(COC)interface card - 1st	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-VG(COC)interface card - Add'	NA	\$25.40	NA	NA	\$242.20	NA	\$66.20	NA	\$19.99
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc	NA	NA	NA	NA	\$242.20	NA	\$66.20	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc	NA	NA	\$33.63	NA	\$153.37	NA	\$51.40	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc	NA	NA	\$27.49	NA	\$45.91	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc	NA	NA	\$19.88	NA	\$8.06	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc	NA	NA	\$11.85	NA	NA	NA	NA	NA	NA

BELLSOUTH/BROADBAND DRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Service Description	SOMAN	NA	NA	\$11.85	NA	\$8.06	NA	NA	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc												
DS1 interoffice Channel and 2-wire ISDN Local Loop:												
Recurring Charges												
2-wire ISDN Loop per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA	NA
2-wire ISDN Loop per month, Zone 1 (Note 1)	U1L2X	NA	\$32.34	\$21.89	NA	NA	NA	NA	NA	TBD	NA	\$15.54
2-wire ISDN Loop per month, Zone 2 (Note 1)	U1L2X	NA	\$47.35	\$25.27	NA	NA	NA	NA	NA	TBD	NA	\$19.55
2-wire ISDN Loop per month, Zone 3 (Note 1)	U1L2X	NA	\$104.47	\$40.17	NA	NA	NA	NA	NA	TBD	NA	\$28.02
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.6013	\$0.4523	NA	NA	NA	NA	NA	\$0.5753	NA	\$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$99.79	\$78.47	NA	NA	NA	NA	NA	\$71.29	NA	\$75.83
DS1 Channelized System per month	MQ1	NA	\$153.60	\$18.23	NA	NA	NA	NA	NA	\$177.72	NA	\$165.21
2-wire ISDN(BRITE COC1) per month	UC1CA	NA	\$3.83	\$3.71	NA	NA	NA	NA	NA	\$3.76	NA	\$3.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)												
NRC-DS1 interoffice Facility Termination - 1st	U1TF1	NA	\$171.01	\$142.64	NA	NA	NA	NA	NA	\$217.17	NA	\$165.53
NRC-DS1 interoffice Facility Termination - Add1	U1TF1	NA	\$101.84	\$94.87	NA	NA	NA	NA	NA	\$163.75	NA	\$124.84
NRC-2-wire ISDN Local Loop - 1st	U1L2X	NA	\$329.76	\$77.54	NA	NA	NA	NA	NA	\$325.91	NA	\$58.50
NRC-DS1 Channelization System - 1st	MQ1	NA	\$275.18	\$206.09	NA	NA	NA	NA	NA	\$251.31	NA	\$31.00
NRC-2-wire BRITE(COC1) interface card - 1st	UC1CA	NA	\$12.16	\$12.02	NA	NA	NA	NA	NA	\$15.76	NA	\$12.61
NRC-2-wire BRITE(COC1) interface card - Add1	UC1CA	NA	\$8.77	\$8.66	NA	NA	NA	NA	NA	\$11.28	NA	\$9.03
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic	SOMEC	NA	\$3.17	\$3.50	NA	NA	NA	NA	NA	\$3.50	NA	\$3.50
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	\$57.58	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	\$36.31	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$19.88	NA	NA	NA	NA	NA	\$16.12	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$11.85	NA	NA	NA	NA	NA	\$8.06	NA	NA
DS1 interoffice Channel and 4-wire 56 kbps Local Loop:												
Recurring Charges												
4-wire 56kbps Loop per month	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	\$32.67	NA	NA
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	NA	\$39.08	\$26.44	NA	NA	NA	NA	NA	TBD	NA	\$36.45
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	NA	\$57.21	\$26.42	NA	NA	NA	NA	NA	TBD	NA	\$45.87
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	NA	\$126.22	\$46.53	NA	NA	NA	NA	NA	TBD	NA	\$65.75
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.6013	\$0.4523	NA	NA	NA	NA	NA	\$0.5753	NA	\$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$99.79	\$78.47	NA	NA	NA	NA	NA	\$71.29	NA	\$75.83
DS1 Channelized System per month	MQ1	NA	\$153.60	\$18.23	NA	NA	NA	NA	NA	\$177.72	NA	\$165.21
4-wire 56kbps card COC1 per month	1D1DD	NA	\$2.20	\$1.06	NA	NA	NA	NA	NA	\$2.88	NA	\$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)												
NRC-DS1 interoffice Facility Termination - 1st	U1TF1	NA	\$171.01	\$142.64	NA	NA	NA	NA	NA	\$217.17	NA	\$165.53
NRC-DS1 interoffice Facility Termination - Add1	U1TF1	NA	\$101.84	\$94.87	NA	NA	NA	NA	NA	\$163.75	NA	\$124.84
NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	\$329.76	\$395.14	NA	NA	NA	NA	NA	\$489.04	NA	\$643.00
NRC-4-wire 56kbps Local Loop - Add1	UDL56	NA	\$148.55	\$206.98	NA	NA	NA	NA	NA	\$337.51	NA	\$421.26
NRC-DS1 Channelization System - 1st	MQ1	NA	\$275.18	\$206.09	NA	NA	NA	NA	NA	\$301.74	NA	\$222.87
NRC-DS1 Channelization System - Add1	MQ1	NA	\$137.77	\$137.06	NA	NA	NA	NA	NA	\$182.57	NA	\$135.80
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	1D1DD	NA	\$12.16	\$12.02	NA	NA	NA	NA	NA	\$15.76	NA	\$12.61
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	1D1DD	NA	\$8.77	\$8.66	NA	NA	NA	NA	NA	\$11.28	NA	\$9.03
NRC-4-wire 56kbps(COC1) interface card - 1st	SOMEC	NA	\$3.17	\$3.50	NA	NA	NA	NA	NA	\$3.50	NA	\$3.50
NRC-4-wire 56kbps(COC1) interface card - Add1	SOMEC	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	\$65.01	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	\$50.83	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$19.88	NA	NA	NA	NA	NA	\$45.91	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$11.85	NA	NA	NA	NA	NA	\$8.06	NA	NA
DS1 interoffice Channel and 4-wire 64 kbps Local Loop:												

BELLSOUTH/BROADDRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit A

NRC-DS3 Local Loop - 1st	UE3PX	NA	\$1,020.45	\$761.81	NA	\$811.30	NA	\$964.04	NA	\$829.52
NRC-DS3 Local Loop - Add'l	UE3PX	NA	\$513.74	\$545.54	NA	\$502.09	NA	\$542.73	NA	\$512.23
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order	SOMECC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$37.55	NA	\$100.50	NA	\$83.19	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$37.55	NA	\$100.50	NA	\$69.01	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$18.03	NA	\$41.88	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$18.03	NA	\$41.88	NA	NA	NA	NA
STS-1 interoffice channel and STS-1 Local Loop:										
Recurring Charges										
STS-1 Loop per Facility Termination per month	UDLS1	NA	\$446.09	\$421.59	NA	\$497.08	NA	\$387.01	NA	\$400.21
STS-1 Loop per mile	1L5ND	NA	\$11.77	\$8.90	NA	\$38.98	NA	\$32.53	NA	\$30.53
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	NA	\$1,105.98	\$788.00	NA	\$1,101	NA	\$800.94	NA	\$838.65
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	\$4.17	\$2.72	NA	\$14.04	NA	\$6.29	NA	\$6.88
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC-STS-1 interoffice - 1st	U1TFS	NA	\$154.30	\$633.41	NA	\$713.57	NA	\$624.86	NA	\$961.62
NRC-STS-1 interoffice - Add'l	U1TFS	NA	\$77.50	\$449.91	NA	\$404.36	NA	\$436.36	NA	\$625.84
NRC-STS-1 Local Loop - 1st	UDLS1	NA	\$1,020.45	\$761.81	NA	\$811.30	NA	\$964.04	NA	\$829.52
NRC-STS-1 Local Loop - Add'l	UDLS1	NA	\$513.74	\$545.54	NA	\$502.09	NA	\$542.73	NA	\$512.23
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Order	SOMECC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	\$19.99
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$37.96	NA	\$100.50	NA	\$123.62	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$37.96	NA	\$100.50	NA	\$84.76	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA
DS3 interoffice channel and DS1 Local Loop:										
Recurring Charges										
DS1 Loop per month	USLXX	NA	NA	NA	NA	NA	NA	\$62.78	NA	NA
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	\$64.69	\$52.40	NA	\$56.32	NA	TBD	NA	\$57.73
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	\$94.71	\$60.51	NA	\$96.73	NA	TBD	NA	\$75.40
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	\$208.93	\$96.18	NA	\$197.57	NA	TBD	NA	\$98.59
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	NA	\$1,121.93	\$717.60	NA	\$1,101	NA	\$720.38	NA	\$760.20
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	\$4.17	\$6.46	NA	\$14.04	NA	\$12.98	NA	\$5.89
DS3 Channelized System per month	MQ3	NA	\$220.97	\$202.91	NA	\$245.84	NA	\$226.81	NA	\$265.08
DS3 Interface per month (DS1 COC)	UC1D1	NA	\$14.40	\$0.67	NA	\$7.55	NA	\$4.61	NA	\$3.91
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC-DS3 interoffice - 1st	U1TF3	NA	\$627.78	\$520.09	NA	\$713.57	NA	\$794.94	NA	\$729.27
NRC-DS3 interoffice - Add'l	U1TF3	NA	\$377.43	\$282.38	NA	\$404.36	NA	\$579.55	NA	\$411.98
NRC-DS1 Local Loop - 1st	USLXX	NA	\$338.52	\$142.64	NA	\$502.73	NA	\$714.84	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	\$124.84	\$94.87	NA	\$293.92	NA	\$421.47	NA	NA
NRC-DS3 Channelization System - 1st	MQ3	NA	\$404.85	\$316.28	NA	\$320.72	NA	\$351.95	NA	\$326.17
NRC-DS3 Channelization System - Add'l	MQ3	NA	\$168.26	\$171.72	NA	\$233.10	NA	\$243.76	NA	\$236.25
NRC-DS1(COC)interface card - 1st	UC1D1	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC-DS1(COC)interface card - Add'l	UC1D1	NA	\$8.77	\$8.66	NA	\$8.80	NA	\$11.28	NA	\$9.03
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order	SOMECC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	\$25.40	\$33.63	NA	NA	NA	NA	NA	\$19.99
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	NA	NA	\$36.28	NA	\$118.20	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$27.49	NA	\$26.20	NA	\$104.02	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$19.88	NA	\$19.47	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$11.85	NA	\$8.06	NA	NA	NA	NA
STS-1 interoffice channel and DS1 Local Loop:										
Recurring Charges										
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	\$64.69	\$52.40	NA	\$56.32	NA	TBD	NA	NA

BELL SOUTH/BROADBAND DRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

EXHIBIT A

Service Description	USLXX	NA	\$94.71	\$60.51	NA	\$96.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	\$94.71	\$60.51	NA	\$96.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	\$208.93	\$96.18	NA	\$197.57	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interface Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	NA	\$1,105.98	\$717.60	NA	\$1,101	NA	\$387.01	NA	NA
DS3 Channelized System per month	1L5XX	NA	\$4.17	\$6.46	NA	\$14.04	NA	\$32.53	NA	NA
DS3 interface per month (DS1 COCI)	MQ3	NA	\$220.97	\$202.91	NA	\$245.84	NA	\$226.81	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	UC1D1	NA	\$14.40	\$0.67	NA	\$7.55	NA	\$4.61	NA	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	\$627.78	\$520.09	NA	\$502.73	NA	\$714.84	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	\$377.43	\$282.38	NA	\$293.92	NA	\$421.47	NA	NA
NRC-STS-1 interface - 1st	U1TFS	NA	\$154.30	\$142.64	NA	\$713.57	NA	\$624.86	NA	NA
NRC-STS-1 interface - Add'l	U1TFS	NA	\$77.50	\$94.87	NA	\$404.36	NA	\$436.36	NA	NA
NRC-DS3 Channelization System - 1st	MQ3	NA	\$404.85	\$316.28	NA	\$320.72	NA	\$351.95	NA	NA
NRC-DS1(COC)Interface card - 1st	MQ3	NA	\$168.26	\$171.72	NA	\$233.10	NA	\$243.76	NA	NA
NRC-DS1(COC)Interface card - Add'l	UC1D1	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Electronic Svc Ord	SOME	NA	\$8.77	\$8.66	NA	\$8.80	NA	\$11.28	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$33.63	NA	\$68.39	NA	\$81.94	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$27.49	NA	\$58.31	NA	\$67.76	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$19.88	NA	\$50.49	NA	NA	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$11.85	NA	\$29.00	NA	NA	NA	NA
2-wire VG Interface Channel and 2-wire VG Local Loop:										
Recurring Charges										
2-wire VG Loop per month, statewide	UEAL2	NA	\$20.52	\$16.51	NA	\$19.35	NA	NA	NA	\$18.00
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	NA	TBD	\$15.40	NA	\$17.65	NA	NA	NA	\$15.54
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	NA	TBD	\$17.78	NA	\$30.32	NA	NA	NA	\$19.55
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	NA	TBD	\$28.26	NA	\$61.93	NA	NA	NA	\$28.02
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interface Channel - Dedicated - 2-wire VG - Facility Termination per month	U1TV2	NA	\$26.52	\$17.07	NA	\$19.10	NA	NA	NA	NA
Interface Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA	\$0.01	\$0.0222	NA	\$0.0384	NA	NA	NA	\$18.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)										\$0.0173
NRC-2-wire VG interface - 1st	U1TV2	NA	\$112.10	\$79.61	NA	\$104.23	NA	NA	NA	\$83.35
NRC-2-wire VG interface - Add'l	U1TV2	NA	\$67.61	\$36.08	NA	\$39.91	NA	NA	NA	\$20.88
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	\$36.02	\$104.17	NA	\$128.42	NA	NA	NA	\$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	\$35.15	\$78.10	NA	\$93.60	NA	NA	NA	\$140.72
NRC-2-wire VG interface channel and 2-wire VG Local Loop Combination - Electronic Svc Ord	SOME	NA	\$3.17	\$3.50	NA	\$3.50	NA	NA	NA	\$3.50
NRC-2-wire VG interface channel and 2-wire VG Local Loop Combination - Manual Svc Ord	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	\$19.99
NRC-2-wire VG interface channel and 2-wire VG Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$37.88	NA	\$36.28	NA	NA	NA	NA
NRC-2-wire VG interface channel and 2-wire VG Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$27.36	NA	\$26.20	NA	NA	NA	NA
NRC-2-wire VG interface channel and 2-wire VG Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	NA	NA	\$19.47	NA	NA	NA	NA
NRC-2-wire VG interface channel and 2-wire VG Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	NA	NA	\$8.06	NA	NA	NA	NA
4-wire VG Interface Channel and 4-wire VG Local Loop:										
Recurring Charges										
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA	\$24.26	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA	\$35.51	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA	\$78.35	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interface Channel - Dedicated - 4-wire VG - Facility Termination per month	U1TV4	NA	\$23.64	NA	NA	NA	NA	NA	NA	NA
Interface Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	\$0.0098	NA	NA	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC-4-wire VG interface - 1st	U1TV4	NA	\$160.33	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interface - Add'l	U1TV4	NA	\$73.44	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	\$329.76	NA	NA	NA	NA	NA	NA	NA

BELL SOUTH/BROADBAND RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire ISDN Digital Grade Loop														
2-Wire ISDN Loop per mile per month	1L5ND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire ISDN Digital Grade Loop per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Zone 1	U1L2X	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	\$21.40	\$21.86	\$21.15	\$21.86	\$21.40	\$21.86	\$15.54
Zone 2	U1L2X	\$37.74	\$47.35	\$25.27	\$44.28	\$36.32	\$28.97	\$34.91	\$28.97	\$36.32	\$34.91	\$28.97	\$34.91	\$19.55
Zone 3	U1L2X	\$68.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	\$40.17	\$41.40	\$74.19	\$40.17	\$41.40	\$40.17	\$28.02
Zone 4	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)														
NRC - 1st	U1L2X	NA	NA	\$233.38	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	U1L2X	NA	NA	\$180.35	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination "Switch As Is" Conversion Charge (Note 6)														
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.09	\$54.09	\$54.23	\$54.09	\$54.09	\$54.09	\$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.16	\$32.16	\$32.24	\$32.16	\$32.16	\$32.16	\$32.17
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire 56 kbps Digital Grade Loop														
4-Wire 56 kbps Digital Grade Loop per mile per month	1L5ND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire 56 kbps Digital Grade Loop per month	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Zone 1	UDL56	\$27.33	\$33.90	\$26.44	NA	\$27.50	\$25.61	TBD	\$27.50	\$25.61	TBD	\$27.50	\$25.61	\$36.45
Zone 2	UDL56	\$44.40	\$44.72	\$30.53	NA	\$47.25	\$33.94	TBD	\$47.25	\$33.94	TBD	\$47.25	\$33.94	\$45.87
Zone 3	UDL56	\$80.45	\$50.85	\$46.53	NA	\$96.48	\$48.51	TBD	\$96.48	\$48.51	TBD	\$96.48	\$48.51	\$65.75
Zone 4	UDL56	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)														
NRC - 1st	UDL56	NA	NA	\$348.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UDL56	NA	NA	\$241.20	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination "Switch As Is" Conversion Charge (Note 6)														
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.09	\$54.09	\$54.23	\$54.09	\$54.09	\$54.09	\$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.16	\$32.16	\$32.24	\$32.16	\$32.16	\$32.16	\$32.17
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire 64 kbps Digital Grade Loop														
4-Wire 64 kbps Digital Grade Loop per mile per month	1L5ND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire 64 kbps Digital Grade Loop per month	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Zone 1	UDL64	\$27.33	\$33.90	\$26.44	NA	\$27.50	\$25.61	TBD	\$27.50	\$25.61	TBD	\$27.50	\$25.61	\$36.45
Zone 2	UDL64	\$44.40	\$44.72	\$30.53	NA	\$47.25	\$33.94	TBD	\$47.25	\$33.94	TBD	\$47.25	\$33.94	\$45.87
Zone 3	UDL64	\$80.45	\$50.85	\$46.53	NA	\$96.48	\$48.51	TBD	\$96.48	\$48.51	TBD	\$96.48	\$48.51	\$65.75
Zone 4	UDL64	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)														
NRC - 1st	UDL64	NA	NA	\$348.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UDL64	NA	NA	\$241.20	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/BROADBAND RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

NRC - Disconnect Charge - Add'l	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire DS1 Digital Loop	1L5ND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire DS1 Digital Loop per mile per month	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire DS1 Digital Loop per month	USLXX	\$51.74	\$64.69	\$52.40	\$50.28	\$56.32	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99	\$50.99
Zone 1	USLXX	\$84.05	\$94.71	\$60.51	\$94.06	\$96.73	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58	\$67.58
Zone 2	USLXX	\$152.29	\$208.93	\$96.18	\$162.34	\$197.57	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58	\$96.58
Zone 3	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Zone 4	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)	USLXX	NA	NA	\$429.98	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	USLXX	NA	NA	\$268.18	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 Local Loop	1L5ND	\$10.85	\$11.77	\$8.90	\$43.69	\$38.98	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39
per mile per month	UE3PX	\$419.65	\$404.58	\$390.34	\$436.95	\$497.08	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81
facility termination, per month	UE3PX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)	UE3PX	NA	NA	\$639.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Add'l	UE3PX	NA	NA	\$426.40	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Disconnect - 1st	UE3PX	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Cost - Manual Svc. Order vs. Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09	\$54.09
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16	\$32.16
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STS-1 Local Loop	1L5ND	\$10.85	\$11.77	\$8.90	\$43.69	\$38.98	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39	\$54.39
per mile per month	UE3PX	\$419.65	\$404.58	\$390.34	\$436.95	\$497.08	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81	\$427.81

BELLSOUTH/BROADBAND DRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit A

facility termination per month	UDLS1	\$419.65	\$446.09	\$421.59	\$436.95	\$497.08	\$427.81	\$387.01	\$431.32	\$400.21
NRC - Ordinarily Combined in GA (Note 5)										
NRC - STS-1 - Facility Termination - 1st	UDLS1	NA	NA	\$639.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - Add1	UDLS1	NA	NA	\$426.40	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - Disconnect - Add1	UDLS1	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add1	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-A	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-ST-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-ST-1 COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-ST-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-ST-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OC-3 Local Loop										
per mile per month	1LSND	\$7.09	\$8.93	\$6.75	\$33.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16
facility termination per month		\$1,123	\$648.60	\$630.21	\$436.95	\$763.65	\$689.68	\$611.36	\$701.71	\$620.20
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC3 - Facility Termination - 1st		NA	NA	\$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add1		NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st		NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add1		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add1	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OC-12 Local Loop										
per mile per month	1LSND	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51
facility termination per month		\$5,630	\$2,068	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,079
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC12 - Facility Termination - 1st		NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add1		NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st		NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add1		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add1	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

BELLSOUTH/BROADBAND RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

E-Ktbl1 A

NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Ad	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OC-48 Local Loop												
per mile per month												
facility termination per month	1L5ND	\$33.22	\$36.67	\$27.25	\$166.59	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50		
OC-12 Interface on OC-48 Loop per month		\$1,947	\$1,699	\$1,598.00	\$2,129	\$2,268	\$1,753	\$1,677	\$1,733	\$1,832		
NRC - Ordinarily Combined in GA (Note 5)		\$699.62	\$592.09	\$594.80	\$725.77	\$723.29	\$667.00	\$582.66	\$773.40	\$570.54		
NRC - OC-48 - Facility Termination - 1st		NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination - Add1		NA	NA	\$413.00	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interface OC12 on OC48 - 1st		NA	NA	\$539.36	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interface OC12 on OC48 - Add1		NA	NA	\$317.38	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination - Disconnect - 1st		NA	NA	\$122.31	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination - Disconnect - Add1		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interface OC12 on OC48 - Disconnect - 1st		NA	NA	\$122.31	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interface OC12 on OC48 - Disconnect - Add1		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination--Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination--Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add1	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add1	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc O	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc O	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Ad	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Local Channels:												
Local Channel - Dedicated - 2-Wire VG												
Monthly Recurring per mile per month	ULDV2	\$14.61	\$29.33	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02		
Monthly Recurring per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC - Ordinarily Combined in GA (Note 5)												
NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	NA	\$245.43	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Local Channel - Add1	ULDV2	NA	NA	\$33.90	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add1	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$22.24	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add1	SOMAN	NA	NA	\$8.08	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add1	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Local Channel - Dedicated - 2-Wire VG - Rev Bat.												
Monthly Recurring per month	ULDR2	\$14.61	\$26.31	\$13.91	\$22.26	\$14.94	\$17.83	\$14.82	\$16.83	\$19.02		
Monthly Recurring per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC - Ordinarily Combined in GA (Note 5)												
NRC - 2-wire VG Local Channel - 1st	ULDR2	NA	NA	\$245.43	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Local Channel - Add1	ULDR2	NA	NA	\$33.90	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add1	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$22.24	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add1	SOMAN	NA	NA	\$8.08	NA	NA	NA	NA	NA	NA	NA	NA
Local Channel - Dedicated - 2-Wire VG - Rev Bat.												
Monthly Recurring per month	ULDR2	\$14.61	\$26.31	\$13.91	\$22.26	\$14.94	\$17.83	\$14.82	\$16.83	\$19.02		
Monthly Recurring per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

BELLSOUTH/BROADRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - STS-1														
STS-1 Local Channel - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$34.00	\$8.77	\$38.98	NA	\$12.08	\$25.11				
STS-1 Local Channel - Facility Termination per month	ULDFS	\$525.40	\$569.67	\$517.56	\$635.09	\$558.00	\$531.39	\$512.00	\$481.14	\$615.65				
NRC - Ordinarily Combined In GA (Note 5)														
NRC- STS-1 Local Channel Facility Termination - 1st	ULDFS	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- STS-1 Local Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- STS-1 Local Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- STS-1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- STS-1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)														
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13				
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17				
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Ad	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Local Channel - OC3														
Local Channel - OC3 - per Mile	1L5NC	\$8.23	\$7.83	\$6.75	\$33.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16				
Local Channel - OC3 - per Facility Termination	TBA	\$691.33	\$940.35	\$630.21	\$713.29	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20				
NRC - Ordinarily Combined In GA (Note 5)														
NRC- OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.69	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC3 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC3 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC3 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)														
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13				
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17				
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Ad	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Local Channel - OC12														
Local Channel - OC12 - per Mile	1L5NC	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51				
Local Channel - OC12 - per Facility Termination	TBA	\$2,557	\$2,753	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,079				
NRC - Ordinarily Combined In GA (Note 5)														
NRC- OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC12 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC12 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- OC12 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)														
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13				
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17				
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1s	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Ad	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Local Channel - OC48														
Local Channel - OC48	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN				

BELLSOUTH/BROADRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit A

Local Channel - OC48 - per Mile	1LSNC	\$32.72	\$36.67	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50
Local Channel - OC48 - per Facility Termination	TBA	\$1,713	\$1,944	\$1,598.00	\$2,129	\$2,268	\$1,753	\$1,677	\$1,733	\$1,832
Local Channel - OC12 Interface on OC48 Facility	TBA	\$736.71	\$586.28	\$594.80	\$725.77	\$723.29	\$667.00	\$582.66	\$773.40	\$570.54
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add1	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add1	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add1	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add1	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add1	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge-Manual Svc Order-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge-Manual Svc Order-Add1	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc Order-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc Order-Add	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-OC48 COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interface Channels:										
Interface Channel - Dedicated - 2-wire VG										
Interface Channel - Dedicated 2-wire VG - per mile per month	1L5XX	\$0.0339	\$0.0100	\$0.0222	\$0.0301	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.0173
Interface Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	\$18.49	\$26.72	\$17.07	\$27.66	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Interface Channel - Facility Termination - 1st	U1TV2	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interface Channel - Facility Termination - Add1	U1TV2	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interface Channel - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interface Channel - Incremental Charge-Manual Svc Order - Add	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interface Channel - Incremental Charge-Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interface Channel - Incremental Charge-Manual Svc Order - Disconnect - Add	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interface Channel - Dedicated - 4-wire VG										
Interface Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA	\$0.0100	NA	NA	NA	NA	NA	NA	NA
Interface Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire VG Interface Channel - Facility Termination - 1st	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interface Channel - Facility Termination - Add1	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interface Channel - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interface Channel - Incremental Charge-Manual Svc Order - Add	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interface Channel - Incremental Charge-Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interface Channel - Incremental Charge-Manual Svc Order - Disconnect - Add	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/BROADBAND DRIVER RATES
 NETWORK ELEMENTS AND OTHER SERVICES
 ENHANCED EXTENDED LINKS

EXHIBIT A

NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																				
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13									
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17									
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Interoffice Channel - Dedicated - DS0 - 56kbps	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	\$0.0339	\$0.0100	\$0.0222	\$0.0301	\$0.0301	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.1730									
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	\$17.81	\$19.46	\$16.45	\$26.95	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74									
NRC - Ordinarily Combined in GA (Note 5)																				
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																				
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13									
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17									
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Interoffice Channel - Dedicated - DS0 - 64kbps	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	\$0.0339	\$0.0100	\$0.0222	\$0.0301	\$0.0301	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.1730									
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	\$17.81	\$19.46	\$16.45	\$26.95	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74									
NRC - Ordinarily Combined in GA (Note 5)																				
NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																				
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13									
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17									
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Interoffice Channel - Dedicated - DS1	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.6920	\$0.6013	\$0.4523	\$0.4500	\$0.4500	\$0.7831	\$0.6598	\$0.0783	\$0.7598	\$0.3525									
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$79.69	\$99.79	\$78.47	\$65.05	\$65.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83									
NRC - Ordinarily Combined in GA (Note 5)																				
NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	NA	\$169.57	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	NA	\$112.77	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$23.98	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$17.77	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA	NA	\$15.13	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA	NA	\$7.02	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																				
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13									
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17									
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Interoffice Channel - Dedicated - DS3 - per mile per month	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									

BELLSOUTH/BROADRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit A

Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	\$4.25	\$6.46	\$12.06	\$16.15	\$13.48	\$12.98	\$19.14	\$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	\$898.15	\$717.60	\$1,112.02	\$1,131.09	\$686.84	\$720.38	\$904.49	\$840.61
NRC - Ordinarily Combined in GA (Note 5)									
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	\$578.97	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	U1TF3	NA	\$312.17	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - 1st	SOMEC	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	\$51.27	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	\$38.87	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	\$30.42	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)									
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - Dedicated - STS-1									
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$4.98	\$2.72	\$12.62	\$14.04	\$15.02	\$12.98	\$8.13	\$5.89
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$898.15	\$788.00	\$1,204	\$1,101	\$744.38	\$720.38	\$967.70	\$760.20
NRC - Ordinarily Combined in GA (Note 5)									
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	\$587.08	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	U1TFS	NA	\$238.28	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - 1st	SOMEC	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	\$61.19	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	\$61.19	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	\$3.17	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)									
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC3									
Interoffice Channel - OC3 - per Mile	1L5XX	\$7.35	\$8.38	\$27.97	\$23.89	\$18.35	\$14.10	\$9.75	\$13.45
Interoffice Channel - OC3 - per Facility Termination	TBA	\$2,475	\$2,187.00	\$3,380	\$2,980	\$1,892.00	\$2,071	\$2,802	\$2,124
NRC - Ordinarily Combined in GA (Note 5)									
NRC - OC3 - Facility Termination - 1st	TBA	NA	\$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)									
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC12									
Interoffice Channel - OC12 - per Mile	1L5XX	\$19.26	\$15.05	\$84.88	\$74.44	\$60.42	\$30.38	\$32.52	\$49.80
Interoffice Channel - OC12 - per Facility Termination	TBA	\$9,763	\$8,202.00	\$12,344	\$11,517	\$7,182.00	\$7,676.00	\$11,132	\$8,015
NRC - Ordinarily Combined in GA (Note 5)									
NRC - OC12 - Facility Termination - 1st	TBA	NA	\$1,034.00	NA	NA	NA	NA	NA	NA

BELLSOUTH BROADBAND RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Service Description	TBA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l																								
NRC - OC12 - Facility Termination - Disconnect - 1st																								
NRC - OC12 - Facility Termination - Disconnect - Add'l																								
NRC - Electronic Svc Order, per LSR																								
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st																								
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l																								
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st																								
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l																								
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Manual Svc Order - Add'l																								
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																								
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st																								
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l																								
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st																								
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l																								
Interoffice Channel - OC48																								
Interoffice Channel - OC48 - per Mile																								
Interoffice Channel - OC48 - per Facility Termination																								
Interoffice Channel - OC12 interface on OC48 Facility																								
NRC - Ordinarily Combined in GA (Note 5)																								
NRC - OC48 - Facility Termination - 1st																								
NRC - OC48 - Facility Termination - Add'l																								
NRC - OC48 - Interface OC12 on OC48 - 1st																								
NRC - OC48 - Interface OC12 on OC48 - Add'l																								
NRC - OC48 - Facility Termination - Disconnect - 1st																								
NRC - OC48 - Facility Termination - Disconnect - Add'l																								
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st																								
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l																								
NRC - Electronic Svc Order, per LSR																								
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st																								
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l																								
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st																								
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l																								
NRC - OC48 - Interface - Manual Svc Order - 1st																								
NRC - OC48 - Incremental Charge-Manual Svc Order-Add'l																								
NRC - OC48 - Incremental Charge-Manual Svc Order-1st																								
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc Order-1st																								
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc Order-Add'l																								
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																								
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st																								
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l																								
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st																								
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l																								
Channelization:																								
DS3 Channelization																								
DS3 Channelized System per month																								
DS3 interface per month (DS1 COCI)																								
NRC - Ordinarily Combined in GA (Note 5)																								
NRC - DS3 Channelization - 1st																								
NRC - DS3 Channelization - Add'l																								
NRC - Channel Activation - 1st																								
NRC - Channel Activation - Add'l																								
NRC - Electronic Svc Order, per LSR																								
NRC - DS3 Channelization - Incremental Charge-Manual Svc Order - 1st																								
NRC - DS3 Channelization - Incremental Charge-Manual Svc Order - Add'l																								
NRC - DS3 Channelization - Incremental Charge-Manual Svc Order - Disconnect - 1st																								
NRC - DS3 Channelization - Incremental Charge-Manual Svc Order - Disconnect - Add'l																								
NRC - DS3 Channelization - Incremental Charge-Manual Svc Order - Disconnect - Add'l																								
NRC - DS3 Channelization - Incremental Charge-Manual Svc Order - Disconnect - Add'l																								

**BELLSOUTH/BROADBAND DRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Exhibit A

NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																									
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13															
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17															
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnected	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00															
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnected	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00															
DS1 Channelization																									
DS1 Channelized System per month	MQ1	\$136.82	\$154.74	\$126.22	\$200.01	\$209.87	\$146.87	\$177.72	\$147.51	\$165.21															
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	\$1.66	\$2.22	\$1.86	\$2.94	\$3.12	\$2.86	\$2.88	\$2.34	\$2.46															
VG interface card per month	1D1VG	\$0.8586	\$1.46	\$1.17	\$1.40	\$1.62	\$1.45	\$1.64	\$1.47	\$1.25															
2-wire (SDN/BRITE card) per month	UC1CA	\$3.41	\$3.86	\$3.71	\$4.04	\$4.18	\$3.88	\$3.76	\$4.21	\$3.33															
NRC - Ordinarily Combined in GA (Note 5)																									
NRC - DS1 Channelization - 1st	MQ1	NA	NA	\$206.09	NA	NA	NA	NA	NA	NA															
NRC - DS1 Channelization - Add1	MQ1	NA	NA	\$137.06	NA	NA	NA	NA	NA	NA															
NRC - Channel Activation VG - 1st	1D1VG	NA	NA	\$12.02	NA	NA	NA	NA	NA	NA															
NRC - Channel Activation VG - Add1	1D1VG	NA	NA	\$8.66	NA	NA	NA	NA	NA	NA															
NRC - Channel Activation OCU-DP - 1st	1D1DD	NA	NA	\$12.02	NA	NA	NA	NA	NA	NA															
NRC - Channel Activation OCU-DP - Add1	1D1DD	NA	NA	\$8.66	NA	NA	NA	NA	NA	NA															
NRC - Channel Activation BRITE - 1st	UC1CA	NA	NA	\$12.02	NA	NA	NA	NA	NA	NA															
NRC - Channel Activation BRITE - Add1	UC1CA	NA	NA	\$8.66	NA	NA	NA	NA	NA	NA															
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA															
NRC - DS1 Channelization - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	\$14.75	NA	NA	NA	NA	NA	NA															
NRC - DS1 Channelization - Incremental Charge-Manual Svc Order - Add1	SOMAN	NA	NA	\$6.55	NA	NA	NA	NA	NA	NA															
NRC - DS1 Channelization - Incremental Charge-Manual Svc Order - Disconnected - 1st	SOMAN	NA	NA	\$10.70	NA	NA	NA	NA	NA	NA															
NRC - DS1 Channelization - Incremental Charge-Manual Svc Order - Disconnected - Add1	SOMAN	NA	NA	\$0.00	NA	NA	NA	NA	NA	NA															
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																									
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13															
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17															
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnected - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00															
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnected - Add1	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00															
Access to DCS - Customer Reconfiguration (FlexServ)																									
DS1 DSC Termination with DS0 Switching		TBD	\$28.72	\$22.86	TBD	TBD	TBD	TBD	TBD	TBD															
DS1 DSC Termination with DS1 Switching		TBD	\$12.23	\$8.64	TBD	TBD	TBD	TBD	TBD	TBD															
DS3 DSC Termination with DS1 Switching		TBD	\$154.31	\$151.85	TBD	TBD	TBD	TBD	TBD	TBD															
NRC - Ordinarily Combined in GA:																									
NRC - Customer Configuration Establishment		TBD	\$2.97	\$2.91	TBD	TBD	TBD	TBD	TBD	TBD															
NRC - Customer Configuration Establishment - Disconnect		TBD	\$3.44	\$3.36	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS1 DSC Termination with DS0 Switching - 1st		TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS1 DSC Termination with DS0 Switching - Add1		TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS1 DSC Termination with DS0 Switching - Disconnect - 1st		TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS1 DSC Termination with DS0 Switching - Disconnect - Add1		TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS1 DSC Termination with NRC-DS1 Switching - 1st		TBD	\$37.23	\$18.07	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS1 DSC Termination with NRC-DS1 Switching - Disconnect - 1st		TBD	\$25.36	\$17.49	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS1 DSC Termination with NRC-DS1 Switching - Add1		TBD	\$22.81	\$12.10	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS1 DSC Termination with NRC-DS1 Switching - Disconnect - Add1		TBD	\$16.73	\$12.10	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS3 DSC Termination with DS1 Switching - 1st		TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS3 DSC Termination with DS1 Switching - Add1		TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS3 DSC Termination with DS1 Switching - Disconnect - 1st		TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-DS3 DSC Termination with DS1 Switching - Disconnect - Add1		TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD															
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)																									
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13															
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17															
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnected - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00															
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnected - Add1	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00															
Note (Synchronet)																									

BELLSOUTH/BROADBAND DRIVER RATES
NETWORK ELEMENTS AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit A

Node per month	UNCNT	\$15.77	\$16.35	\$13.98	\$18.11	\$15.43	\$16.15	\$16.00	\$14.55	\$17.11
NRC - Ordinarily Combined in GA:										
NRC - Node - 1st	UNCNT	NA	NA	\$47.19	NA	NA	NA	NA	NA	NA
NRC - Node - Add1	UNCNT	NA	NA	\$4.47	NA	NA	NA	NA	NA	NA
NRC - Node - Disconnect - 1st	UNCNT	NA	NA	\$13.81	NA	NA	NA	NA	NA	NA
NRC - Node - Disconnect - Add1	UNCNT	NA	NA	\$3.95	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$21.73	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Add1	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	\$3.87	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Disconnect - Add1	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-Node - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-Node - "Switch As Is" Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-Node - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-Node - "Switch As Is" Conversion Charge - Disconnect - Add1	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Optional Features & Functions:										
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$184.85	\$184.92	\$184.62	\$184.91	\$184.65	\$184.60	\$184.76	\$185.26	\$185.16
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$23.81	\$23.82	\$23.78	\$23.82	\$23.70	\$23.78	\$23.60	\$23.86	\$23.85
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$1.99	\$2.07	\$2.03	\$1.99	\$1.97	\$1.96	\$1.99	\$1.99	\$2.03
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$0.77	\$0.80	\$0.79	\$0.78	\$0.77	\$0.76	\$0.78	\$0.78	\$0.79
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service	SOMAN	\$29.23	\$21.73	\$29.33	\$29.24	\$29.20	\$29.33	\$29.33	\$29.33	\$29.33
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service	SOMAN	\$3.93	\$3.87	\$3.93	\$3.94	\$3.92	\$3.93	\$3.93	\$3.93	\$3.93
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	\$184.85	\$184.92	\$184.62	\$184.91	\$184.65	\$184.60	\$184.76	\$185.26	\$185.16
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	\$23.81	\$23.82	\$23.78	\$23.82	\$23.70	\$23.78	\$23.60	\$23.86	\$23.85
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	\$1.99	\$2.07	\$2.03	\$1.99	\$1.97	\$1.96	\$1.99	\$1.99	\$2.03
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	\$0.77	\$0.80	\$0.79	\$0.78	\$0.77	\$0.76	\$0.78	\$0.78	\$0.79
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - Manual Service	SOMAN	\$29.23	\$21.73	\$29.33	\$29.24	\$29.20	\$29.33	\$29.33	\$29.33	\$29.33
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service	SOMAN	\$3.93	\$3.87	\$3.93	\$3.94	\$3.92	\$3.93	\$3.93	\$3.93	\$3.93

Notes:
 1 Interim rates subject to true-up.
 2 Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzms.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.

Node per month	UNCNT	\$15.77	\$16.35	\$13.98	\$18.11	\$15.43	\$16.15	\$16.00	\$14.55	\$17.11
2 New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region.										
Florida - Miami, Orlando, Ft. Lauderdale										
Louisiana - New Orleans										
N. Carolina - Greensboro, Charlotte										
Tennessee - Nashville										
3 Unapproved rates are subject to true up.										
4 Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.										
Examples:										
- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel										
- DS1 Loop + DS1 interface Card + DS3 Channelization System + DS3 Interoffice Channel										
- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card										
5 The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.										
6 The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.										