ORIGINAL

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April 12, 2004

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 040234-TP
Petition for Arbitration of US LEC of Florida, Inc. of an Amendment to an Interconnection Agreement with BellSouth Telecommunications, Inc. pursuant to Section 252(b) of the Communications Act of 1934, as Amended

Petition of US LEC of Florida, Inc. to Resolve Dispute with BellSouth Telecommunications, Inc. on Change of Law Provision to the Interconnection Agreement

Dear Ms. Bayo:

Enclosed is BellSouth Telecommunications, Inc.'s Response to US LEC of Florida, Inc.'s Petition for Arbitration, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B White

Nancy B. White (KH)

AUS
CAF
CMP
COM
CTR
ECR
GCL
OPC
MMS
SEC 1
OTH

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey

-CERTIFICATE OF SERVICE
Docket No. 040234-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via (*) Electronic Mail and Federal Express 12th day of April, 2004 to the following:

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Nancy B. White (KH)
Nancy B. White

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:	)	
	)	
Petition for Arbitration of US LEC of Florida Inc.	)	
Of an Amendment to an Interconnection Agreement with	)	
BellSouth Telecommunications, Inc. Pursuant to	)	Docket No. 040234-TP
Section 252(b) of the Communications Act of 1934,	)	
as Amended	)	
	)	Filed: April 12, 2004
Petition of US LEC of Florida Inc. to Resolve Dispute	)	
With BellSouth Telecommunications, Inc. on Change of	)	
Law Provisions to the Interconnection Agreement	)	
	)	

BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE TO US LEC OF FLORIDA INC.'S PETITION FOR ARBITRATION

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration ("Petition") filed by US LEC of Florida Inc. ("US LEC") and says:

Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) of the 1996 Act requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2)-(6).

As part of the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.[1] The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.[2] The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any

[1] 47 U.S.C. § 252(b)(2).
[2] *See generally,* 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

other issues discussed and resolved by the parties."[3] A non-petitioning party to a negotiation under this section may respond to the other party's petition and provide such additional information as it wishes within 25 days after a commission receives the petition.[4] The 1996 Act limits a commission's consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.[5]

Through the arbitration process, a commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once a commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to a commission for approval.[6]

BellSouth and US LEC previously entered into an Interconnection Agreement ("Prior Agreement") in Florida that expired on December 31, 2003. Instead of negotiating a new agreement, US LEC chose to adopt another carrier's agreement pursuant to Section 252(i) of the 1996 Act. However, because the Federal Communication Commission's ("FCC") Triennial Review Order ("TRO") materially altered the terms and conditions of Attachment 2 in the agreement to be adopted, BellSouth requested that the parties negotiate a new Attachment 2 for said agreement, which would be included in US LEC's new agreement ("New Agreement").

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[3] 47 U.S.C. § 252(b)(2).

[4] 47 U.S.C. § 252(b)(3).

[5] 47 U.S.C. § 252(b)(4).

[6] 47 U.S.C. § 252(a).

The parties have engaged in good faith negotiations in this regard as they have reduced the number of disputed items from 28 to 13. Notwithstanding these good faith efforts, they have been unable to reach agreement on all of the issues related to Attachment 2. As a result, US LEC filed this Petition pursuant to the 1996 Act. Because the Prior Agreement has expired and because US LEC raised this matter pursuant to Section 252(b) of the 1996 Act, US LEC's alternative request for relief pursuant to the Change in Law provision in the Prior Agreement is irrelevant and not necessary to resolve the instant matter.

BellSouth hereby responds to each of the separately numbered paragraphs of US LEC's Petition:

I. THE PARTIES AND CONTACT INFORMATION

1. BellSouth denies the allegations of Paragraph 1 of Section I of the Petition, except to admit that US LEC is a certificated competitive local exchange telephone utility providing telephone service in Florida.

2. The allegations in Paragraph 2 of Section I of the Petition require no response from BellSouth.

3. The allegations in Paragraph 3 of Section I of the Petition require no response from BellSouth. BellSouth admits the allegations in Paragraph 3 of Section I of the Petition.

4. BellSouth admits the allegations in Paragraph 4 of Section I of the Petition.

5. BellSouth denies the allegations in Paragraph 5 of Section I of the Petition, except to admit that all correspondence, notices, inquiries and orders regarding this Petition should be directed to the undersigned.

II. STATEMENT OF FACTS

6. BellSouth denies Paragraph 6 of Section II, except to admit that, on or about October 8, 2003, BellSouth received a request from US LEC to amend the Prior Agreement to implement the TRO.

7. BellSouth admits Paragraph 7 of Section II of the Petition.

8. BellSouth admits Paragraph 8 of Section II of the Petition.

9. BellSouth denies the allegations contained in Paragraph 9 of Section II of the Petition, except to admit that BellSouth rejected US LEC's proposed TRO Amendment and advised US LEC on November 5, 2003 that BellSouth will present a new Attachment 2 to reflect the changes and modifications that were necessary as a result of the TRO.

10. BellSouth denies the allegations contained in Paragraph 10 of Section II of the Petition, except to admit that BellSouth provided a template agreement for Attachment 2 on December 12, 2003 and that the parties have been negotiating from this template.

11. BellSouth admits the allegations of Paragraph 11 of Section II of the Petition.

12. BellSouth admits the allegations of Paragraph 12 of the Section II of the Petition and states that BellSouth has negotiated in good faith with US LEC regarding Attachment 2 and the TRO. The parties have continued to negotiate and exchange redlines of the Attachment 2 template since the filing of this Petition. The current resolved and unresolved provisions of Attachment 2 are accurately reflected in Exhibit A attached hereto.

13. BellSouth denies the allegations of Paragraph 13 of Section II of the Petition, except to admit that the Prior Agreement expired on December 31,,2003 and that US LEC has previously requested to adopt the agreements of other carriers.

14. BellSouth denies the allegations of Paragraph 14 of Section II of the Petition, except to admit that (1) US LEC requested a negotiation session on March 4, 2004 – only three days after submitting its redlined version of Attachment 2 to BellSouth; (2) the D.C. Court of Appeals issued its decision in USTA v. FCC, No. 000-00012 (D.C. Circuit, Mar. 2, 2004) ("USTA II") on March 2, 2004; and (3) BellSouth requested that negotiations be postponed until the parties had time to consider the effect of D.C. Circuit's decision in USTA II on Attachment 2.

15. BellSouth denies Paragraph 15 of Section II of the Petition, except to admit that US LEC attached Exhibits A and B to its Petition. These exhibits do not accurately reflect the current status of the parties' negotiations.

III. JURISDICTION

16. The referenced provisions of the 1996 Act speak for themselves and require no response from BellSouth. BellSouth agrees with US LEC's calculations regarding the deadline for filing the Petition and for a decision by the Commission. BellSouth, however, denies any remaining allegations contained in Paragraph 16 of Section III.

17. The referenced provisions of the Prior Agreement and the TRO speak for themselves and require no response form BellSouth. Further, BellSouth denies US LEC's alternative request to invoke the Change in Law provision contained in the Prior Agreement to resolve the instant dispute. As stated above, because the Prior Agreement has expired and because US LEC raised this matter pursuant to Section 252(b) of the 1996 Act, US LEC's alternative request for relief pursuant to the Change of Law request is irrelevant and not necessary to resolve the instant matter. BellSouth denies any remaining allegations contained in Paragraph 17 of Section III.

IV. UNRESOLVED ARBITRATION ISSUES AND THE POSITION OF THE PARTIES

18. Although not reflected in separately numbered paragraphs, pages 7 through 25 of the Petition set forth the unresolved issues and the Parties' positions of those unresolved issues as understood by US LEC. BellSouth denies the allegations contained in Paragraph 18 of Section IV of the Petition as well as any allegation that pages 7 through 25 of the Petition accurately and completely set forth BellSouth's positions on the issues. Consistent with Section 252(b)(3) of the 1996 Act, BellSouth prepared an Issues Matrix, attached hereto as Exhibit B, which sets forth a neutral wording of the issues to be decided by the Florida Public Service Commission ("Commission") and a summary of BellSouth's positions on each of the unresolved issues to be decided by the Commission. BellSouth denies any remaining allegations in pages 7 through 25 of the Petition. Because the parties are still negotiating and some ambiguity remains as to US LEC's position on certain issues, BellSouth reserves the right to modify the Issues Matrix.

V. PROCEDURAL MATTERS

18a.[7] BellSouth avers that the referenced provision of the 1996 Act speaks for itself and requires no response from BellSouth. BellSouth has no objection to the Commission issuing a procedural schedule for this matter, although it does specifically object to US LEC's request for a discovery schedule and to the other procedural requests to the extent they conflict with the procedural schedules and practices contained in the Commission's Rules. BellSouth denies any remaining allegations in Paragraph 18a of Section V of the Petition.

[7] US LEC's Petition contains two paragraphs enumerated as Number 18. Accordingly, in its Response, BellSouth has designated the second Paragraph 18 as Paragraph 18a.

VI. CONCLUSION AND PRAYER

19. BellSouth denies the allegations in the Paragraph 19 of Section VI of the Petition. BellSouth affirmatively avers that the Commission should reject US LEC's positions on each and every one of the issues set forth herein and, instead, adopt BellSouth's positions on each and every issue set forth herein.

20. BellSouth notes that national and state telecommunications law and policy is in a state of flux, which could impact the issues presented to the Commission for resolution in this arbitration. Indeed, the current legal and regulatory uncertainty may potentially impact even those provisions of the parties' New Agreement that are not currently in dispute. In the event changes and/or clarifications of the law impact the disputed and/or undisputed provisions of the parties' New Agreement (and the parties are unable to agree on how any such changes and/or clarifications are to be incorporated into the parties' Interconnection Agreement), BellSouth reserves the right to seek further redress from the Commission on those issues as well the right to amend its statement of issues, position statements, and testimony submitted in this proceeding.

21. In addition, US LEC has agreed to dismiss without prejudice its Complaint by US LEC of Florida Inc. against BellSouth Telecommunications, Inc. for Failure to Comply with Section 252(i) and Petition for Approval of Section 252(i) of Adoption of an Existing Interconnection Agreement, Docket No.04-0147, filed on February 27, 2004 ("Complaint") and incorporate that Complaint into this arbitration proceeding. However, upon information and belief, US LEC has not amended its Petition for Arbitration or disputed issue list to set forth any allegations or issues that are in the Complaint but not in the Petition. Accordingly, BellSouth reserves the right to amend this Response and Issue Matrix to specifically address any issue or allegation in the Complaint that US LEC intends to litigate in this proceeding. In an abundance

of caution, to the extent US LEC has implicitly asserted the allegations raised in the Complaint herein, BellSouth denies those allegations.

22. BellSouth denies each and every allegation in the Petition not expressly admitted herein, and demands strict proof thereof.

Respectfully submitted, this 12th day of April 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White (CM)

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COUNSEL FOR BELLSOUTH
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534631

EXHIBIT A

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

BELLSOUTH PROPOSED LANGUAGE

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

US LEC PROPOSED LANGUAGE

1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements that BellSouth agrees to offer to US LEC in accordance with its obligations under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or as otherwise required by the [**State Commission TXT***] pursuant to 47 U.S.C. § 252(e)(3). In the event BellSouth is no longer obligated to provide Network Elements or combinations of Network Elements under either 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, but is obligated to provide access to such Network elements or combinations of Network Elements under § 271 of the Act, US LEC may access these Network Elements or combinations of Network Elements pursuant to this Attachment, and the Parties shall mutually agree upon the rates; such rates not to exceed wholesale rates and to be just, reasonable and non-discriminatory. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to US LEC (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require US LEC to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 US LEC may not access a Network Element for the sole purpose of providing "Non-Qualifying Services" as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of US LEC, and to the extent technically feasible, provide to US LEC access to its Network Elements for the provision of US LEC's Qualifying and Non-Qualifying Services so long as the Network Element will not be used solely for Non-Qualifying Services. If no rate is identified in this Agreement, the rate will be negotiated by the Parties upon request by either Party.

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

BELLSOUTH PROPOSED LANGUAGE

1.5 To the extent any Network Elements, combinations of Network Elements, services or terms and conditions contained herein are based upon FCC rules and orders that are vacated by the DC Circuit Court of Appeals in an effective order, such Network Elements, combinations of Network Elements and services shall no longer be available pursuant to this Attachment. Upon the effective date of such order, US LEC will not attempt to order any such Network Elements, combinations of Network Elements or services that are subject to the vacatur. BellSouth and US LEC will work cooperatively to transition the embedded base of such Network Elements, combinations of Network Elements and services to tariffed services or to services offered pursuant to a separate commercial agreement, provided that the appropriate tariff rate or rate set forth in such commercial agreement shall apply from the effective date of the vacatur. In the event US LEC has not entered into a separate commercial agreement, or transitioned such services to a tariffed service, or if the parties are unable to agree on a transition schedule for the embedded base Network Elements, combinations of Network Elements or services within thirty (30) calendar days of the effective date of the vacatur, BellSouth may disconnect those Network Elements, combinations of Network Elements or services upon thirty (30) calendar days notice. If US LEC has not entered into a commercial agreement necessary for certain Network Elements, combinations of Network Elements or services, and BellSouth disconnects such Network Elements, combinations of Network Elements or services pursuant to the preceding sentence, BellSouth's then current market rates shall apply to such Network Elements, combinations of Network Elements or services from the effective date of the vacatur until disconnection.

US LEC PROPOSED LANGUAGE – COVERS PARAGRAPHS 1.1, 1.5 AND 1.7

1.5 On March 2, 2004, the United States Court of Appeals for the District of Columbia Circuit issued its decision in USTA v. FCC et al (No. 00-1012) on appeal of the FCC Triennial Review Order (FCC 03-36, Docket No. 01-338). The Parties have not incorporated that decision into this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that as a result of any final and non-appealable decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, BellSouth is not required to provide access to any unbundled network elements or combinations of such elements, or furnish any service, facility, arrangement, or

benefit required to be furnished or provided to US LEC under this Agreement, then BellSouth may notify US LEC of its intent to discontinue provisioning the specific unbundled network element or combinations of such elements, service, facility, arrangement, or benefit ("Discontinued Element or Combination") to the extent permitted by any such decision, order, or determination by providing written notice to US LEC ("Transition Notice"). Immediately upon provision of such written notice to CLEC will be prohibited from ordering and BellSouth will not provide new Discontinued Element or Combinations.

For embedded Discontinued Element or Combinations, BellSouth and US LEC will work cooperatively together to identify each embedded Discontinued Element or Combination and BellSouth agrees to cooperate fully with US LEC to ensure that a seamless transition is completed without affecting the service quality, availability or performance from US LEC's end user customer perspective. If US LEC has more than one hundred Loops or one hundred Dedicated Transport circuits or more than one hundred Combinations any one of which is subject to a Transition Notice, US LEC shall have a transition period of ninety (90) days after the receipt of a Transition Notice for one or all of such Network Elements or Combinations within which to specify one of the alternative service arrangements set forth herein. If US LEC has less than one hundred Loops or one hundred Dedicated Transport circuits or one hundred Combinations any of which is subject to a Transition Notice, US LEC shall have a transition period of thirty (30) days after receipt of a Transition Notice for such Loops, Transport or Combination, as applicable, to specify one of the alternative service arrangements set forth herein. In either case, BellSouth agrees to continue providing such Discontinued Element or Combination under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based. The alternative service arrangements are as follows:

1. Conversion to Access Service: US LEC may elect to convert a Discontinued Element or Combination to the analogous access service, if available. Where the Discontinued Element or Combination is converted to an analogous access service, from and after the date on which BellSouth processes US LEC's order, BellSouth will provide such access services at the rates applicable under the term plan selected by US LEC, and in accordance with the terms and conditions, of BellSouth's applicable access tariff, with the effective bill date being the first day following the date on which BellSouth processes US LEC's order. Conversion to an analogous access service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Discontinued Element or Combinations, via spreadsheet, which will be coordinated by the Parties on a project basis. Until the date on which BellSouth processes US LEC's order with respect to a particular Discontinued Element or Combination and converts it to the analogous access service, BellSouth agrees to continue providing such Discontinued Element or Combination under the rates, terms, and conditions

of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based.

2. Conversion to Resale Arrangement. US LEC may elect to convert a Discontinued Element or Combination to a resale arrangement (either under the Agreement or otherwise), if available. Where the Discontinued Element or Combination is converted to a resale arrangement, from and after the date on which BellSouth processes US LEC's order, BellSouth will provide such resale arrangement at the rates, terms and conditions applicable under this Agreement or other contract or, if applicable, the relevant BellSouth tariff, with the effective bill date being the first day following the date on which BellSouth processes US LEC's order. Conversion to a resale arrangement shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Discontinued Element or Combinations, via spreadsheet, which will be coordinated by the Parties on a project basis. Until the date on which BellSouth processes US LEC's order with respect to a particular Discontinued Element or Combination and converts it to a resale arrangement, BellSouth agrees to continue providing such Discontinued Element or Combination under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based.

3. Conversion to Alternative BellSouth Service Arrangement. US LEC and BellSouth may mutually agree to convert a Discontinued Element or Combination to some other service arrangement (e.g., a separate agreement at market-based or other rates). Conversion to some other service arrangement shall be accomplished via a process to be mutually agreed upon by the Parties. Until the date on which the conversion is completed per the terms agreed upon by the Parties, BellSouth agrees to continue providing such Discontinued Element or Combination under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based.

4. Disconnection of Discontinued Element or Combination: US LEC may elect to disconnect a Discontinued Element or Combination. Disconnection of a Discontinued Element or Combination shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Discontinued Element or Combinations, via spreadsheet, which will be coordinated by the Parties on a project basis. Billing will cease as of the effective date of the disconnect specified by US LEC in its order. Until the date on which BellSouth processes US LEC's disconnect order with respect to a particular Discontinued Element or Combination, BellSouth agrees to continue providing such Discontinued Element or Combination under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based.

5. Transfer of Service to US LEC's or a Third Party: US LEC may elect to replace a Discontinued Element or Combination with a service provisioned on US LEC's own facilities or those of a third party. BellSouth and US LEC shall use commercially reasonable efforts to expedite the preparation of relevant facilities or the applicable third-party facilities to meet the transition schedules. Until the date on which the transition is completed, BellSouth agrees to continue providing such Discontinued Element or Combination under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based; provided, however, if undue delays in the transfer process are attributable to US LEC or the third party, BellSouth shall have the right to obtain an equitable adjustment in the rates payable by US LEC for all time periods resulting from all undue delays.

If at the end of the applicable transition period specified herein, US LEC has not designated an alternative service arrangement for a Discontinued Element or Combination, BellSouth may convert such Discontinued Element or Combination to an analogous access service, if available, and provide such access service at the month-to-month rates, and in accordance with the terms and conditions of the applicable BellSouth access tariff, with the effective billing date being the first day following the applicable transition period; provided that if no analogous access service is available, BellSouth may disconnect such Discontinued Element or Combination.

BELLSOUTH PROPOSED LANGUAGE

1.6 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of Network Elements that is available to US LEC under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Nonrecurring switch as is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Any price change resulting from the conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate conversion request from US LEC. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between US LEC and BellSouth. Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.) BellSouth will not require physical rearrangement if the conversion can be completed through record changes only.

US LEC PROPOSED LANGUAGE

1.6 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of Network Elements that is available to US LEC under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any price change resulting from the conversion will be

effective as of the next billing cycle following BellSouth's receipt of a complete and accurate conversion request from US LEC. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between US LEC and BellSouth. Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.) BellSouth will not require physical rearrangement if the conversion can be completed through record changes only.

BELLSOUTH PROPOSED LANGUAGE 1.7-1.7.2

1.7 Except to the extent expressly provided otherwise in this Attachment, for Network Elements or combinations of Network Elements (collectively "Arrangements") that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), US LEC will submit orders to rearrange, disconnect or convert those arrangements or services within thirty (30) calendar days of the last signature date of this Agreement. If orders to rearrange, disconnect or convert those Arrangements are not received by the thirty-first (31st) calendar day after the last signature date of this Agreement, BellSouth shall provide US LEC notice of those Arrangements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, and US LEC shall submit orders to rearrange, disconnect or convert those Arrangements within sixteen (16) calendar days of the date of such notice from BellSouth. If US LEC fails to submit orders to rearrange, disconnect or convert such Arrangements within sixteen (16) calendar days of BellSouth's notice, BellSouth may disconnect those Arrangements without further notice.

1.7.1 In the event all orders to rearrange, disconnect or convert Arrangements are not received by the thirty-first (31st) calendar day after the last signature date of this Agreement, then 1) in the event no orders to rearrange, disconnect or convert an Arrangement are submitted prior to the thirtieth (30th) calendar day after BellSouth's notice, US LEC shall pay BellSouth the rate BellSouth could have charged had US LEC transitioned those Arrangements to another tariffed or contract service arrangement beginning on the Effective Date of this Agreement to the date orders to rearrange, disconnect or convert such Arrangements or services are actually completed; or 2) in the event orders to rearrange, disconnect or convert an Arrangement are submitted prior to the thirtieth (30th) calendar day after BellSouth's notice, US LEC shall pay BellSouth the rate charged for such Arrangements under this Agreement until the date orders to rearrange, disconnect or convert such Arrangements or services are actually completed and the new rate applicable to such services as specified in BellSouth's tariffs or in a separate contract once the orders are actually completed. If US LEC has failed to identify at least 98% of the Arrangements that are no longer offered pursuant to, or are not

in compliance with, the terms set forth in this Agreement prior to the thirty-first (31st) calendar day after the last signature date of this Agreement, then US LEC shall reimburse BellSouth for labor incurred in identifying such Network Elements or combinations of Network Elements pursuant to the rates set forth in the Access Tariff.

1.7.2 Where no re-termination or physical rearrangement of the Arrangement is required, US LEC will be charged a non-recurring switch-as-is-charge established for the individual Network Elements(s) as set forth in Exhibit A. For arrangements that require a re-termination or other physical rearrangement of the Arrangement to comply with the terms of this Agreement, full non-recurring charges for the applicable Network Element from Exhibit A of this Attachment will apply. To the extent an Arrangement requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply. US LEC shall be responsible for all applicable disconnection charges pursuant to this Agreement for Arrangements that are disconnected or rearranged pursuant to these Sections 1.7 – 1.7.1.

1.7.3 US LEC may utilize Network Elements and Other Services to provide services as long as such use is consistent with industry standards and applicable BellSouth Technical References.

BELLSOUTH PROPOSED LANGUAGE

1.7.4 BellSouth will perform Routine Network Modifications in accordance with FCC 47 C.F.R. 51.319 (a)(8) and (e)(5). Except to the extent expressly provided otherwise in this Attachment, if BellSouth has anticipated such Routine Network Modifications and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of this Attachment, then BellSouth shall perform such Routine Network Modifications at no additional charge. Routine Network Modifications shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such Routine Network Modifications were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a Routine Network Modification and has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then US LEC must submit a service inquiry (SI) to have the work performed. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment from US LEC, BellSouth shall perform the Routine Network Modification. The request may not be used to place fiber.

US LEC PROPOSED LANGUAGE

1.7.4 Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, US LEC may request BellSouth to perform such routine network modifications. If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed. Each unique request will be handled as a project on an individual case basis. BellSouth will provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from US LEC, BellSouth shall perform the routine network modifications.

BELLSOUTH PROPOSED LANGUAGE

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

US LEC PROPOSED LANGUAGE

1.7.5 ~~Notwithstanding any other provision of this Agreement, BellSouth will commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available pursuant to Section 271 of the Act.~~

1.8 Commingling of Services

BST PROPOSED LANGUAGE

1.8.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that US LEC has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

US LEC PROPOSED LANGUAGE

1.8.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more services or facilities that US LEC has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale services or facilities.

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

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

BST PROPOSED LANGUAGE

1.8.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization (Agreement or tariff) as the high bandwidth of service and the Central Office Channel Interfaces will be billed from the same jurisdictional authorization (Agreement or tariff) as the lower bandwidth of service.

US LEC PROPOSED LANGUAGE

1.8.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (Agreement or tariff) as the lower bandwidth of service.

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

1.10 Rates

1.10.1 The prices that US LEC shall pay to BellSouth for Network Elements and Combinations of Network Elements and Other Services are set forth in Exhibit A to this Attachment. To the extent a rate is required to be TELRIC-compliant, the rate in Exhibit A of this Attachment shall be TELRIC-compliant, and if Commission approved, is the Commission approved rate. If US LEC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

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

1.10.3 If US LEC modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, an Order Modification Charge (OMC) will be paid by US LEC in accordance with FCC No. 1 Tariff, Section 5.3, if billed by BellSouth.

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

2 Unbundled Loops

2.1 General

The local loop is as defined in 47 C.F.R. Part 51.319(a). Facilities that do not constitute loops as defined under 47 C.F.R. Part 51.319(a), including, by way of example, but not limited to, facilities that terminate to another carrier's switch, a cell site, Mobile Switching Center or base station, do not constitute local loops. US LEC shall purchase the entire bandwidth of the loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the loop.

2.1.1.1 BellSouth shall provide access to the unbundled local loops set forth in this Attachment (Loop).

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

2.1.1.3 New builds. An incumbent LEC is not required to provide nondiscriminatory access to a fiber-to-the home loop on an unbundled basis when the incumbent LEC deploys such a loop to an End User customer premises that previously has not been served by any loop facility.

2.1.1.4 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to US LEC on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will provide nondiscriminatory access to a 64kbps transmission path capable of voice grade service over its FTTH on an unbundled basis.

BELLSOUTH PROPOSED LANGUAGE

2.1.1.5 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by US LEC. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible. BellSouth will determine the feasibility of restoring the copper within 60 calendar days of the request and will inform US LEC of the results. If BellSouth is unable to restore the copper Loop to serviceable condition, BellSouth will make a 64kbps narrowband voice grade channel available to US LEC over its FTTH facilities as described in § 2.1.1.3 above.

US LEC PROPOSED LANGUAGE

2.1.1.5 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in the area are capable of transmitting signals prior to receiving a request for access to such Loops by US LEC. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition; provided, however, BellSouth will have 10 business days from the date of the request to notify US LEC either that:

1) the condition of the copper Loop has degraded to such a degree that BellSouth is unable to restore such Loop to serviceable condition. BellSouth will provide US LEC results of any tests that supports such determination. Upon such notification, US LEC may either dispute the determination or request BellSouth to make a 64 kbps narrowband voice grad e channel available to US LEC over its FTTH facilities as described in § 2.1.1.3; or

2) BellSouth is able to restore the copper Loop to serviceable condition, and the parties will mutually agree to the applicable provisioning interval.

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

2.1.1.7 US LEC may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.

2.1.2 The provisioning of a Loop to a collocation space will require cross office cabling and cross connections within the central office to connect the Loop to the demarcation point associated with the collocation space. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.

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

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

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

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

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

2.1.6 **Loop Testing/Trouble Reporting**

2.1.6.1 US LEC will be responsible for testing and isolating troubles on the Loops. US LEC must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, US LEC will be required to provide the results of the US LEC test which indicate a problem on the BellSouth provided Loop.

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

2.1.6.3 If US LEC reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge US LEC for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status. If, US LEC reports the same trouble on the same Network Element within thirty (30) calendar days of BellSouth's notification to US LEC of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, US LEC shall be credited on the next billing cycle for charges associated with the prior trouble.

2.1.6.4 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by US LEC (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill US LEC for

each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

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

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

2.1.7.2 "Order Coordination – Time Specific" (OC-TS) allows US LEC to order a specific time for OC to take place. BellSouth will make every effort to accommodate US LEC's specific conversion time request. However, BellSouth reserves the right to negotiate with US LEC a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. US LEC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If US LEC specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

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

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

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

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

2.1.8.4

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

2.1.9 **Bulk Migration**

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

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

2.1.10 **Ordering Guidelines and Processes**

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

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

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

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

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by US LEC. US LEC may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI)

document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

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

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

2.3 **Unbundled Digital Loops**

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

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

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

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

2.3.2.7 DS3 Loop

2.3.2.8 STS-1 Loop

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

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

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

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

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

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

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade

channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is an optical interface.

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

2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, US LEC may request BellSouth to perform such routine network modifications as set forth in Section 1.7.4.

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

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

2.4 Unbundled Copper Loops (UCL)

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

2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.1 BellSouth shall perform Line Conditioning in accordance with 47 C.F.R. 51.319(a)(1)(iii). Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600. Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

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

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

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

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

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

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

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

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

2.6 Loop Provisioning Involving Integrated Digital Loop Carriers

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

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

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

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

2.7 Network Interface Device

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

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

2.7.3 Access to NID

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

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

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

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

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

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

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

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

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

2.7.4 Technical Requirements

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

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

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

2.8 **Sub-loop Elements**

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

2.8.2 **Unbundled Sub-Loop Distribution**

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

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

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

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

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

2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

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

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

US LEC's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

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

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

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

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

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

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

2.8.3.2 BellSouth will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns, controls or leases, but only to the extent that BellSouth has control by virtue of such lease, wiring all the way to the End Users' premises, BellSouth shall use commercially reasonable efforts to obtain the right to permit US LEC to access the UNTW.

2.8.3.3 Requirements

2.8.3.3.1 Upon request, BellSouth will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

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

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

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

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

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

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

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

2.8.3.3.9 If BellSouth determines that US LEC is using the UNTW pairs without reporting the activation of the pairs, US LEC will be billed for the use of that pair back to the date the End User began receiving service from US LEC at that location. Upon request, US LEC will provide copies of its redacted billing record or installation order with sufficient information to substantiate such date. If US LEC fails to provide such records, then BellSouth will bill US LEC back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Upon the last signatory date hereof, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the last signatory date hereof, US LEC will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90) calendar day period, market-based rates have not been negotiated and US LEC has not issued the appropriate disconnect orders, BellSouth may, upon thirty (30) calendar days written notice, disconnect any remaining USLF elements and bill US LEC any applicable disconnect charges.

2.8.5 **Unbundled Loop Concentration**

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

2.8.6 **Dark Fiber Loop**

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

2.8.6.2 If Dark Fiber Loop is not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, US LEC may request BellSouth to perform such routine network modifications as set forth in Section 1.7.4

2.8.6.3 Requirements

BELLSOUTH PROPOSED LANGUAGE

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

US LEC PROPOSED LANGUAGE

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

2.8.6.3.2 BellSouth will provide continuity and loss test results prior to cutover. US LEC is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.6.3.3 BellSouth shall use its commercially reasonable efforts to provide to US LEC information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from US LEC. Within such time period, BellSouth shall send written confirmation of availability of Dark Fiber Loop ("Confirmation").

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

2.9 Loop Makeup

2.9.1 Description of Service

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

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

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

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

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

its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

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

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

2.9.3 **Loop Reservations**

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

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

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

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

2.9.3.5 Where US LEC has reserved multiple Loop facilities on a single reservation, US LEC may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to US LEC, subject to

availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by US LEC.

3 Line Sharing

3.1 General

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

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

3.1.3 For the period from October 2, 2003, through October 1, 2004, US LEC may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, US LEC may not request new Line Sharing arrangements under the terms of this Agreement.

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

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

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

3.1.7 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters,

range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

BELLSOUTH PROPOSED LANGUAGE

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

US LEC PROPOSED LANGUAGE

3.1.8 BellSouth will provide Loop Modification to US LEC on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service.

3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and US LEC desires to continue providing xDSL service on such Loop, US LEC shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give US LEC written notice in a reasonable time prior to disconnect, which notice shall give US LEC an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and US LEC purchases the full stand-alone Loop, US LEC may elect the type of Loop it will purchase. US LEC will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event US LEC purchases a voice grade Loop, US LEC acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If US LEC reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge US LEC for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment. If, US LEC reports the same trouble on the same Network Element within thirty (30) calendar days of BellSouth's notification to US LEC of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, US LEC shall credited on the next billing cycle for charges associated with the prior trouble.

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

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

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

3.2.1.1 To order High Frequency Spectrum on a particular Loop, US LEC, or a third Party with whom US LEC has contracted, must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.

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

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

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

3.3 **BellSouth Provided Splitter – Line Sharing**

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

3.3.2 BellSouth will install the splitter in (i) a common area close to US LEC's, or its designated third Party's, collocation area, if possible; or (ii) in a BellSouth relay rack as close to US LEC's , or its designated third Party's, DS0 termination point as possible. US LEC, or its designated third Party, shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth

premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for US LEC, or its designated third Party, on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified US LEC, or its designated third Party's, DS0 at such time that a US LEC End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

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

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

3.5 **Ordering – Line Sharing**

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

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

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

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

3.6 **Maintenance and Repair – Line Sharing**

3.6.1 US LEC shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If US LEC is using a BellSouth owned splitter, US LEC may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test

jack. If US LEC provides its own splitter, it may test from the collocation space or the Termination Point.

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

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

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

3.6.5 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to US LEC, BellSouth will notify US LEC, and bill US LEC accordingly.

3.7 **Line Splitting**

3.7.1 Line splitting allows a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

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

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

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

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

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

3.8 **Provisioning Line Splitting and Splitter Space**

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

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

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

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

3.9 Ordering – Line Splitting

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

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

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

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

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

3.10 Maintenance – Line Splitting

3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. US LEC will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 US LEC shall inform its End Users to direct all problems to US LEC or its authorized agent.

3.10.3 If US LEC is purchasing line splitting and it is not the data provider, US LEC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees reasonably arising or resulting from the actions taken by the data provider.

4 Unbundled Local Switching

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

4.2 **Unbundled Local Circuit Switching Capability, including Unbundled Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of

providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions. In addition, the features, functions, and capabilities of the local circuit switching UNE also include the same basic capabilities that are available to BellSouth's customers, such as telephone number, directory listing, dial tone, signaling, and access to 911, and, in association with the provision by BellSouth of the local circuit switching UNE, operator services, directory assistance and call related databases (via signaling). Switch routing tables are included as a function of the switch.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for US LEC for a particular End User when US LEC: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that US LEC is serving any End User as described in (2) above as of Effective Date hereof, such End User's arrangement may not remain in place and such Arrangement must be terminated by US LEC or transitioned by US LEC, pursuant to Section 1.7 of this Attachment or BellSouth shall disconnect such Arrangements pursuant to Section 1.7.

4.2.3 Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004.

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

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

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

4.2.7 Provided that US LEC purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a US LEC local End User, or originated by a BellSouth local End User and terminated to a US LEC local End User, where such calls originate and terminate

in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge US LEC the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and US LEC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

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

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

4.2.10 **Unbundled Port Features**

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

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

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

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

4.2.11 **Remote Call Forwarding**

4.2.11.1 As an option, BellSouth shall make available to US LEC an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number

dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, US LEC will ensure that the following conditions are satisfied:

4.2.11.1.1 That the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.2.11.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

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

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

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

4.2.12 **Provision for Unbundled Local Switching**

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

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

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

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

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

4.2.13 **Unbundled Local Switching Interfaces.**

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

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

4.2.13.1.2 Coin phone signaling;

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

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

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

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

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

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

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

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

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

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

4.3 Unbundled Tandem Switching

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

4.3.1.1 Where US LEC utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4.3 AIN SCR is not available in DMS 10 switches.

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

4.4.5 Upon ordering AIN SCR Regional Service, US LEC shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit A of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN SCR will be utilized.

Said nonrecurring charge shall be as set forth in Exhibit A of this Attachment. For each US LEC End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. US LEC shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.

4.4.6 This Regional Service Order nonrecurring charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN SCRSCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) calendar days to respond to US LEC's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to US LEC, BellSouth considers that the delivery schedule of this service commences. The remaining half of the Regional Service Order payment must be paid when at least ninety (90) percent of the Central Offices listed on the original order have been turned up for the service.

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

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

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

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

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

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

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

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

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

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

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

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

5 Unbundled Network Element Combinations

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

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

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements, except that an EEL that is provisioned at the DS1 and/or DS3 level is a combination of loop and interoffice transport UNEs or commingled loop and interoffice transport facilities at the DS1 and/or DS3 level "High-Capacity EELs". BellSouth shall provide US LEC with EELs, pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements as specified in 5.2.5 below, if applicable.

5.2.2 High-Capacity EELs must comply with the service eligibility requirements set forth in 5.2.5 below.

5.2.3 By placing an order for a High-Capacity EEL, US LEC thereby certifies that the service eligibility criteria set forth herein are met for access to a converted High-Capacity EEL, a new High-Capacity EEL, or the Network Element portion of a High-Capacity commingled EEL. However, BellSouth may notify US LEC when it detects an order that it does not believe complies with the eligibility criteria and US LEC shall have the option of modifying or canceling such order.

5.2.4 If a High-Capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, US LEC may request BellSouth to perform such routine network modifications as set forth in Section 1.7.4.

5.2.5 Service Eligibility Criteria

5.2.5.1 US LEC must certify that all of the following service eligibility criteria are met for each High-Capacity EEL:

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

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

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

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

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

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

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

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

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

5.2.6 BellSouth may, upon thirty (30) days written notice, on an annual basis, conduct a limited audit of US LEC's records in order to verify compliance with the High-Capacity EEL service eligibility criteria. The audit shall be conducted by a third party independent auditor ("Auditor"), hired and paid for by BellSouth except as otherwise noted in Section 5.2.7.2 below, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA).

5.2.7 The Auditor must perform its evaluation in accordance with the standards established by the AICPA, which will require the Auditor to perform an "examination engagement" and issue an opinion regarding US LEC's compliance with the qualifying service eligibility criteria. The concept of materiality will govern this audit and the Auditor's report will conclude whether US LEC complied in all material respects with the applicable service eligibility criteria, as such standards are established in AICPA Attestation Standards Sections 6.36 and 6.64 and other applicable sections.

5.2.7.1 To the extent the Auditor concludes that US LEC failed to comply with the service eligibility criteria for an audited circuit, US LEC must true-up any difference in payments, convert each noncompliant circuits to the appropriate service, and make the correct payments going forward.

5.2.7.2 To the extent the Auditor's report concludes that US LEC failed to comply in all material respects with the service eligibility criteria, US LEC must reimburse BellSouth for the cost of the Auditor.

5.2.7.3 To the extent the Auditor's report concludes that US LEC complied in all material respects with the service eligibility criteria, BellSouth will reimburse US LEC for its costs associated with the audit.

5.2.7.4 These audit rights are in addition to the Parties' audit rights contained elsewhere in this Agreement.

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

5.3 UNE Port/Loop Combinations

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

5.3.2 BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to FCC and Commission rules, BellSouth is not required to provide local circuit switching as an unbundled Network Element.

5.3.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for US LEC for a particular End User when US LEC: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines to the same end user premises served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that US LEC is serving any End User as described in (2) above as of Effective Date hereof, such End User's arrangement may not remain in place and such Arrangement must be terminated by US LEC or transitioned by US LEC, pursuant to Section 1.7 of this Attachment or BellSouth shall disconnect such Arrangements pursuant to Section 1.7.

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

5.4 Rates

BELLSOUTH PROPOSED LANGUAGE

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

US LEC PROPOSED LANGUAGE

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

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

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

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

6 Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with 47 C.F.R. §§ 51.311, 51.319, and 47 U.S.C. § 251(c)(3), to interoffice transmission facilities described in this Section 6 on an unbundled basis to US LEC for the provision of Qualifying and Non-Qualifying Service, as set forth herein, so long as the facilities is not used solely for Non-Qualifying Services.

6.1.1.1 Dedicated Transport is defined in 47 C.F.R. 51.319(e) as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that US LEC uses for transmission between wire centers or switches owned by BellSouth and within the same LATA. To the extent that BellSouth has local switching equipment, as defined by the FCC's rules, "reverse collocated" in a non-incumbent LEC premises, the transmission path from this point back to the BellSouth wire center shall constitute Dedicated Transport.

6.1.1.2 Dark Fiber Transport is inactivated optical Dedicated Transport as defined in 6.1.1.1 above.

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

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

6.1.2 BellSouth shall:

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

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

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

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

6.1.3 Technical Requirements of Common (Shared) Transport

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

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

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

6.2 **Dedicated Transport**

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

6.2.1.1 As capacity on a shared UNE facility.

6.2.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to US LEC.

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

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

6.2.4 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.2.5 If Dedicated Transport is not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, US LEC may request BellSouth to perform such routine network modifications as set forth in Section 1.7.4.

6.2.6 Technical Requirements

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

6.2.6.2 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer

Interface to Central Office (CI to CO) connections in the applicable industry standards.

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

6.2.6.3.1 DS0 Equivalent;

6.2.6.3.2 DS1;

6.2.6.3.3 DS3; and

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

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

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

6.2.6.6 BellSouth Technical References:

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

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

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

6.3 Unbundled Channelization (Multiplexing)

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

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

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

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

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

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

6.3.3 Technical Requirements

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

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

6.4 **Dark Fiber Transport**

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

6.4.2 If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, US LEC may request BellSouth to perform such routine network modifications as set forth in Section 1.7.4.

6.4.3 Requirements

BELLSOUTH PROPOSED LANGUAGE

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for

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

US LEC PROPOSED LANGUAGE

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

6.4.3.2 BellSouth will provide continuity and loss test results prior to cutover. <<customer_short_name is solely responsible for testing the quality of Dark Fiber Transport to determine its usability and performance specifications.

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

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

7 Databases

7.1 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set

forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to US LEC.

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

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

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

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

9 Line Information Database

9.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, US LEC must purchase appropriate signaling links pursuant to Section 10 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

9.2 Technical Requirements

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

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

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

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

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

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

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

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

9.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of US LEC customer records will be missing from LIDB, as measured by US LEC audits. BellSouth will audit US LEC records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated US LEC contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to US LEC within one (1) business day of audit. Once reconciled records are received back from US LEC, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact US LEC to negotiate a time frame for the updates, not to exceed three business days.

9.2.10 BellSouth shall perform backup and recovery of all of US LEC's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and

recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

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

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

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

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

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

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

9.3 Interface Requirements

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

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

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

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

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

10 Signaling

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

10.2 **Signaling Link Transport**

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

10.2.2 Technical Requirements

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

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

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

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

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

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

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

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

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

10.2.5 Interface Requirements

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

10.3 Signaling Transfer Points

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

10.3.2 Technical Requirements

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

10.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

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

10.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection

Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a US LEC or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a US LEC database, then US LEC agrees to provide BellSouth with the Destination Point Code for US LEC database.

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

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

10.4 SS7

10.4.1 When technically feasible and upon request by US LEC, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with US LEC's SS7 network to exchange TCAP queries and responses with a US LEC SCP.

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

10.4.3 Interface Requirements

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

10.4.3.1.1 An A-link interface from US LEC local switching systems; and,

10.4.3.1.2 A B-link interface from US LEC local STPs.

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

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

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

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

10.4.4 Message Screening

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

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

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

10.5 Service Control Points (SCP)/Databases

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

10.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow

for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

10.5.3 Technical Requirements for SCPs/Databases

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

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

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

10.6 Local Number Portability Database

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

10.7 SS7 Network Interconnection

10.7.1 SS7 Network Interconnection is the interconnection of US LEC local signaling transfer point switches or US LEC local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, US LEC local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

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

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

10.7.4 SS7 Network Interconnection shall provide:

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

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

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

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

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

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

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

10.7.9 Interface Requirements

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

10.7.9.1.1 A-link interface from US LEC local or tandem switching systems; and

10.7.9.1.2 B-link interface from US LEC STPs.

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

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

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

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

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

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

11.2 Technical Requirements

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

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

12 Calling Name Database Service

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

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

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

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

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

12.6 If US LEC queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

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

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

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

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

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

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

13.3 BellSouth SCP shall partition and protect US LEC service logic and data from unauthorized access.

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

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

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

14 Operational Support Systems

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

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

14.3 Denial/Restoral OSS Charge

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

14.4 Cancellation OSS Charge

14.4.1 US LEC will incur an OSS charge for an accepted LSR that is later canceled.

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

14.6 Network Elements and Other Services Manual Additive

14.6.1 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network

Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

INTERCONNECTION AGREEMENT - UNE RATES

EXHIBIT A

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65	48.65								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E I)			UEANL	UEANM		13 49									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9 00	9 00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23 02									
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7 69	44 98	20 90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10 92	44 98	20 90	24.88	6 45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19 38	44 98	20.90	24.88	6 45						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0 83								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9 00									
	Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information - E I)			UEQ	UEQMU		13.49									
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48 65	48 65								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23 95	23 95								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7 43								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10 69	49 57	22 83	25 62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10 69	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15 20	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15 20	49 57	22.83	25.62	6 57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26 97	49.57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49 57	22.83	25.62	6 57						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12 24	135 75	82 47	63.53	12 01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17 40	135 75	82.47	63 53	12 01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30 87	135 75	82 47	63.53	12 01						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82 47	63.53	12 01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17 40	135 75	82 47	63 53	12 01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30 87	135.75	82 47	63.53	12.01						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1 10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18 89	167 86	115 15	67.08	15 56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26 84	167 86	115.15	67.08	15 56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47 62	167 86	115.15	67.08	15 56						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19 28	147.69	94 41	62 23	10 71						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27 40	147 69	94.41	62 23	10 71						

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates ($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48 62	147 69	94 41	62.23	10.71						
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91 61	44 15								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8 30	149 53	103 85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11 80	149 53	103 85	75 05	15 63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20 94	149 53	103.85	75 05	15 63						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23 02									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8 30	124 83	71 12	60.64	9 12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11 80	124 83	71 12	60 64	9 12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20 94	124 83	71 12	60 64	9.12						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86 19	40 39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7 22	159 09	113.41	75 05	15 63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15 63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18 21	159.09	113 41	75 05	15 63						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7 22	134 40	80 69	60 64	9 12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10 26	134 40	80.69	60 64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18 21	134 40	80 69	60 64	9 12						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40 39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10 86	193.31	138 98	77 15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservaton - Zone 2		2	UHL	UHL4X	15.44	193 31	138 98	77.15	12 61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27 39	193 31	138 98	77.15	12.61						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10 86	168.62	115 47	62.74	11 22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15 44	168 62	115.47	62 74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115 47	62 74	11.22						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70 74	313 75	181.48	61 22	13 53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181 48	61 22	13 53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178 39	313 75	181.48	61.22	13 53						
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101 07	43 04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22 20	161 56	108 85	67 08	15 56						
	4 Wire Unbundled Digital 19 2 Kbps		2	UDL	UDL19	31 56	161 56	108 85	67 08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55 99	161.56	108 85	67 08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22 20	161 56	108 85	67 08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31 56	161 56	108 85	67 08	15 56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55 99	161 56	108 85	67.08	15.56						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23 02									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22 20	161 56	108.85	67.08	15 56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108 85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161 56	108 85	67 08	15 56						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102 11	49.74								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8 30	148.50	102 82	75 05	15 63						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11 80	148 50	102 82	75 05	15 63						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20 94	148 50	102 82	75 05	15 63						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123 81	70 09	60 64	9 12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11 80	123.81	70 09	60 64	9 12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20 94	123 81	70 09	60 64	9 12						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97 21	42 47								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11 83	177 87	132 76	77 15	17 73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16 81	177 87	132 76	77.15	17 73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29 82	177 87	132.76	77.15	17 73						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11 83	153 18	100 03	62.74	11 22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16 81	153.18	100 03	62 74	11 22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29 82	153 18	100.03	62.74	11 22						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0 00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0 00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10 52	10.52								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487 23									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25									

INTERCONNECTION AGREEMENT - UNE RATES

EXHIBIT A

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38 65									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6 46	60 19	21 78	47.50	5 26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9 18	60 19	21.78	47 50	5 26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16 29	60 19	21 78	47 50	5 26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7 37	68 83	30 42	49 71	6 60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10 47	68 83	30 42	49 71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18 58	68.83	30 42	49 71	6 60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3 96	51 84	13 44	47 50	5 26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9 37	55.91	17 51	49 71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		48 65	48 65								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23 95	23.95								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.15	60 19	21.78	47 50	5 26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7 31	60 19	21 78	47 50	5 26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12 98	60 19	21 78	47 50	5 26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9 00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5 36	68 83	30.42	49.71	6 60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7 61	68 83	30.42	49 71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13 51	68 83	30.42	49 71	6 60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9 00	9 00								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		48 65	48 65								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		23 95	23 95								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0 4572	18 02									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71 49	48.87								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113 89	89.07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7 63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7 63	7 63								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0 00	0 00									
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0 00									
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0 00									
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0 00	0 00									

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0 00	0 00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0 00	0 00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10 92										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386 88	556 37	343 01	139 13	96 84						
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10 92										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426 60	556.37	343 01	139 13	96 84						
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		52 17	52 17								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		55 07	55 07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0 6784								
LINE SHARING AND LINE SPLITTING																
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:															
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")															
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND															
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND															
	NOTE 1: Above will apply to USOCS: ULSDT and ULSCT															
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003															
	LINE SHARING															
	SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	119 72	379 13	0.00	347 90	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	29 93	379 13	0 00	347 90	0 00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	8.33	379.13	0 00	347.90	0 00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173 66	0 00	97 42	0 00						
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING															
	Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0 61	29 68	21 28	19 57	9.61						
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E·10/2/2003)			ULS	ULSDT	1.99	29 68	21 28	19.57	9 61						
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E·10/2/2004)			ULS	ULSDT	3.98	29 68	21 28	19 57	9 61						
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E 10/2/2005)			ULS	ULSDT	5 97	29 68	21 28	19.57	9 61						
	Line Sharing - per Subsequent Activity per Line Rearrangement - (BST Owned Splitter)			ULS	ULSDS		21 68	16 44								
	Line Sharing - per Subsequent Activity per Line Rearrangement - (DLEC Owned Splitter)			ULS	ULSCS		21 68	16.44								
	Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47 44	19.31	20 67	12 74						
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E·10/2/2003)			ULS	ULSCT	1 99	47 44	19 31	20 67	12.74						
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E·10/2/2004)			ULS	ULSCT	3 98	47 44	19 31	20 67	12 74						
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E 10/2/2005)			ULS	ULSCT	5 97	47 44	19 31	20 67	12 74						

INTERCONNECTION AGREEMENT - UNE RATES

EXHIBIT A

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0 61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19 57	9 61						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134	29 68	21 28	19 57	9 61						
MAINTENANCE																
	No Trouble Found - per 1/2 hour increments - Basic						80 00	55 00								
	No Trouble Found - per 1/2 hour increments - Overtime						120 00	82 50								
	No Trouble Found - per 1/2 hour increments - Premium						160 00	110 00								
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47 35	31.78	18 31	7.03						
	Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25 32	47 35	31 78	18 31	7 03						
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0091										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22 58	47.35	31 78	18 31	7 03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0 0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18 44	47 35	31 78	18.31	7 03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0 0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18 44	47 35	31 78	18 31	7 03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0 1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98 47	21 47	19 05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3 87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335 46	219 28	72 03	70 56						
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,056 00	335 46	219 28	72.03	70 56						
DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	26 85										
	NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		751.34	193 88	356.21	230 11						
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	55 04										
	NRC Dark Fiber - Local Loop			UDF, UDFCX	UDFL4		751.34	193 88	356.21	230 11						
8XX ACCESS TEN DIGIT SCREENING																
	8XX Access Ten Digit Screening, Per Call			OHD		0 0006252										
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4 15	0 70								
	8XX Access Ten Digit Screening, Per 8XX No Established W/O POTS Translations			OHD			8.78	1 18	5 77	0.70						
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1 18	5 77	0.70						
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4 15	2 07								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No			OHD	N8FMX		4 85	2 78								
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4 85	0.70								
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4 15	4 15								
	8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0 0006252										
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0 0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0 0000203										
	LIDB Validation Per Query			OQU		0 0136959										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX		55 13	55 13	55 13	55 13						
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135 05										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0 0000607										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17 93	43 57	43 57	18 31	18.31						
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17 93	43 57	43 57	18 31	18.31						
	CCS7 Signaling Usage, Per ISUP Message			UDB		0 0000152										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694 32										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46 03	46 03	46 03	46.03						
E911 SERVICE																
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21 94	265.84	46 97	37 63	4 00						
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29 62	265 84	46 97	37 63	4 00						
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57.22	265.84	46 97	37 63	4 00						
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091										
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25 32	47 35	31 78	18 31	7 03						
	Local Channel - Dedicated - DS1 - Zone 1					35 28	216 65	183.54	21.47	19 05						
	Local Channel - Dedicated - DS1 - Zone 2					47.63	216 65	183.54	21 47	19 05						
	Local Channel - Dedicated - DS1 - Zone 3					92 01	216 65	183 54	21 47	19 05						
	Interoffice Transport - Dedicated - DS1 Per Mile					0.1855										
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					88 44	105 54	98 47	21 47	19 05						
CALLING NAME (CNAM) SERVICE																
	CNAM For DB Owners - Service Establishment			OQV			25 35	25 35	19 01	19 01						
	CNAM For Non DB Owners - Service Establishment			OQV			25 35	25 35	19.01	19 01						
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592.00	1,177.00	352 36	259 09						
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546 51	393 82	358 06	259 09						
	CNAM for DB Owners, Per Query			OQV		0 001024										
	CNAM for Non DB Owners, Per Query			OQV		0 001024										
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93 55	93.55	12 71	12 71						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0 0502	11.57	11 57	0.00	0 00						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8 22	7 22	5.74	4 58						
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		193,444 00		7,737.00							
	End Office Establishment			SRC	SRCEO		187 36	187 36	0 69	0 69						
	Query NRC, per query			SRC		0.0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43 56	43 56	44 93	44.93						
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8 64	8 64	10 03	10 03						
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8 64	8 64	10 03	10 03						
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38 66	38 66	29 88	29 88						
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75 10	75 10	12 93	12 93						
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0 0028										
	AIN SMS Access Service - Session, Per Minute					0.7809										
	AIN SMS Access Service - Company Performed Session, Per Minute					0 4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43 56	43 56	44 93	44 93						
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439 00	8,439 00								
	AIN Toolkit Service - Trigger Access Charge, Per Tngger, Per DN, Term Attempt				BAPTT		8.64	8.64	10.03	10 03						
	AIN Toolkit Service - Tngger Access Charge, Per Tngger, Per DN, Off-Hook Delay				BAPTD		8 64	8 64	10.03	10.03						
	AIN Toolkit Service - Tngger Access Charge, Per Tngger, Per DN, Off-Hook Immediate				BAPTM		8 64	8 64	10 03	10 03						
	AIN Toolkit Service - Tngger Access Charge, Per Tngger, Per DN, 10-Digit PODP				BAPTO		38.06	38 06	15 86	15 86						
	AIN Toolkit Service - Tngger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15 86	15.86						
	AIN Toolkit Service - Tngger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38.06	38 06	15 86	15.86						
	AIN Toolkit Service - Query Charge, Per Query					0 0535927										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0 0063698										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0 06										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6 08	6 08						
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3 73	9.56	9 56								
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4 73	8 64	8.64	6.08	6 08						
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9 56	9.56								
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENTED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127 59	60 54	42 79	2.81						
	First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17 40	127 59	60 54	42 79	2 81						
	First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127 59	60 54	42.79	2.81						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	1/0 Channelization System in combination Per Month			UNC1X	MQ1	146 77	101 42	71.62								
	Voice Grade COCI - Per Month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	12 24	127 59	60 54	42.79	2.81						
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	17 40	127 59	60 54	42 79	2 81						

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	30 87	127 59	60 54	42 79	2.81						
	Voice Grade COCI - Per Month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8 98	8 98	8 98						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18 89	127 59	60 54	42 79	2 81						
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127 59	60 54	42 79	2 81						
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47 62	127 59	60 54	42 79	2 81						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	1 38	10.07	7 08	0 00	0 00						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18 89	127.59	60.54	42 79	2.81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26 84	127.59	60.54	42 79	2 81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47 62	127 59	60 54	42.79	2 81						
	Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1 38	10 07	7.08	0 00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60.54	42 79	2 81						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42 79	2 81						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42 79	2 81						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88 44	174.46	122 46	45 61	17.95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71 62								
	OCU-DP COCI (data) per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22 20	127.59	60 54	42 79	2 81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31 56	127.59	60 54	42.79	2 81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42.79	2.81						
	Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0.00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8 98	8.98	8 98						
	EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127 59	60 54	42 79	2 81						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146 77	101 42	71.62								
	OCU-DP COCI (data) - In combination - per month (2.4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0.00	0 00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
	Additional OCU-DP COCI (data) - in combination - per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10.07	7 08	0 00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8.98	8 98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70 74	217.75	121 62	51.44	14 45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100 54	217.75	121.62	51 44	14 45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121 62	51.44	14 45						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1656										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174.46	122 46	45 61	17 95						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217 75	121 62	51.44	14 45						
	First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	100 54	217.75	121.62	51 44	14 45						
	First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3 87										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071 00	314 45	130.88	38.60	18 23						
	3/1Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
	DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14 45						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51.44	14 45						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217 75	121 62	51 44	14 45						
	Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7 08	0.00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	12 24	127 59	60 54	42 79	2 81						
	2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	17.40	127 59	60.54	42.79	2 81						
	2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	30.87	127 59	60 54	42 79	2 81						
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0 0091										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	25 32	94 70	52.59	50 49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8 98	8 98	8.98	8 98						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	18 89	127.59	60.54	42 79	2 81						
	4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	26 84	127 59	60 54	42 79	2 81						
	4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	47 62	127 59	60 54	42 79	2 81						
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0 0091										

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	22 58	94.70	52 59	50 49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8 98	8 98	8.98	8 98						
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10 92										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	386 88	249 97	162 05	67 10	26 82						
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3 87										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1,071 00	314 45	130 88	38.60	18 23						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10 92										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	426 60	249 97	162 05	67 10	26 82						
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	3 87										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1,056 00	314 45	130 88	38.60	18.23						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
	First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19 28	127.59	60.60	42 79	2 81						
	First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27 40	127 59	60.60	42 79	2 81						
	First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48 62	127 59	60 60	42 79	2 81						
	Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174 46	122 46	45.61	17 95						
	1/0 Channel System in combination - per month			UNC1X	MQ1	146.77	101 42	71 62								
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.66	10 07	7 08	0 00	0 00						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19 28	127 59	60 60	42 79	2.81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27 40	127 59	60 60	42.79	2.81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48 62	127 59	60 60	42 79	2 81						
	Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	3 66	10 07	7 08	0.00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	70.74	217 75	121 62	51.44	14 45						
	First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51 44	14 45						
	First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1,056 00	314 45	130 88	38.60	18 23						
	3/1 Channel System in combination per month			UNCSX	MQ3	211 19	199.28	118.64	40.34	39 07						
	DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70 74	217.75	121.62	51 44	14 45						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121.62	51 44	14 45						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121.62	51 44	14.45						
	DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0.00	0 00						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42 79	2 81						
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42.79	2.81						
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42.79	2.81						
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0 0091										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	18 44	94 70	52 59	50 49	21.53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127 59	60.54	42 79	2 81						
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0 0091										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	18 44	94 70	52 59	50 49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8 98	8 98	8.98						
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12 24	127.59	60.54	42 79	2 81						
	First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17 40	127.59	60 54	42 79	2 81						
	First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30 87	127 59	60.54	42.79	2 81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0 1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174.46	122 46	45 61	17 95						
	Per each DS1 Channelization System Per Month			UNC1X	MQ1	146 77	101.42	71 62								
	Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	1 38	10 07	7.08	0 00	0.00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7.08	0 00	0.00						
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12 24	127 59	60 54	42.79	2 81						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17 40	127 59	60 54	42 79	2 81						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30 87	127 59	60 54	42 79	2 81						
	Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1 38	10 07	7 08	0.00	0 00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122.46	45 61	17 95						
	Each Additional DS1 COCI combination per month			UNC1X	UC1D1	13 76	10.07	7.08	0.00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	18 89	127 59	60 54	42 79	2.81						
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	26 84	127 59	60 54	42.79	2 81						
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	47 62	127.59	60 54	42 79	2 81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
	First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174 46	122 46	45 61	17 95						
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101 42	71.62								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	1 38	10.07	7 08	0.00	0 00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199.28	118 64	40 34	39 07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7.08	0 00	0 00						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18 89	127 59	60 54	42 79	2.81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26 84	127 59	60 54	42 79	2 81						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127 59	60 54	42 79	2 81						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174 46	122 46	45 61	17 95						
	Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	1 38	10 07	7 08	0.00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8.98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60.54	42 79	2 81						
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60 54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127 59	60.54	42 79	2 81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
	First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17.95						
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101 42	71 62								
	Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	2 10	10.07	7 08	0 00	0 00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40 34	39.07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10 07	7.08	0 00	0 00						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42 79	2 81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60.54	42 79	2 81						
	OCU-DP COCI (data) COCI in combination per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7.08	0 00	0.00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174 46	122 46	45 61	17 95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13 76	10 07	7.08	0 00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22 20	127.59	60 54	42 79	2 81						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127 59	60 54	42 79	2 81						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127 59	60.54	42.79	2 81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122.46	45.61	17 95						
	Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Per each OCU-DP COCI (data) in combination - per month (2 4-64kbs)			UNCDX	1D1DD	2.10	10.07	7 08	0 00	0 00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118.64	40 34	39 07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
	Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2 4-64kbs)			UNCDX	1D1DD	2.10	10 07	7 08	0 00	0 00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19 28	127 59	60.60	42 79	2 81						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27 40	127.59	60 60	42.79	2 81						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48 62	127 59	60 60	42.79	2 81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174.46	122 46	45.61	17 95						
	Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	146 77	101 42	71 62								
	Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	3 66	10 07	7 08	0.00	0 00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199 28	118.64	40.34	39 07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10.07	7 08	0 00	0 00						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19 28	127 59	60 60	42.79	2 81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27 40	127 59	60 60	42.79	2 81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48 62	127 59	60 60	42 79	2.81						
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	3 66	10 07	7 08	0 00	0.00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174 46	122 46	45 61	17 95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8.98						
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217 75	121 62	51 44	14 45						
	First 4-wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	100 54	217.75	121 62	51 44	14 45						
	First 4-wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14.45						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174.46	122 46	45 61	17.95						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199 28	118 64	40 34	39 07						
	Per each DS1 COCI combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14.45						
	Additional 4-Wire DS1 Digital Local Loop In Combination - Zone 2		2	UNC1X	USLXX	100 54	217.75	121 62	51.44	14.45						
	Additional 4-Wire DS1 Digital Local Loop In Combinatron - Zone 3		3	UNC1X	USLXX	178 39	217.75	121 62	51 44	14.45						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8.98	8 98	8 98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42 79	2.81						
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60.54	42.79	2 81						
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55.99	127 59	60 54	42 79	2 81						
	First 4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0 0091										
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	18 44	94 70	52 59	50 49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8 98	8 98	8.98						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	22.20	127 59	60.54	42.79	2.81						
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60 54	42 79	2 81						
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
	First I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0 0091										
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	18 44	94 70	52 59	50.49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8.98	8 98	8 98						
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8 98	8 98	8 98	8 98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8 98	8 98	8 98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8 98	8 98	8.98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8 98	8 98	8 98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8 98	8 98	8 98	8 98						
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184 92S	23.82S	2.07S	0.8S						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219 09S	7.67S	0.773S	0S						
	MULTIPLEXERS															

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS1 to DS0 Channel System per month			UNC1X	MQ1	146.77	101 42	71 62								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for a Local Loop			UDL	1D1DD	2 10	10.07	7.08								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2 10	10 07	7 08	0 00	0 00						
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3 66	10 07	7 08								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3 66	10 07	7 08	0 00	0 00						
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1 38	10 07	7 08								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1 38	10.07	7 08	0 00	0 00						
	DS3 to DS1 Channel System per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
	STS-1 to DS1 Channel System per month			UNXCS	MQ3	211.19	199.28	118 64	40 34	39.07						
	DS1 COCI used with Loop per month			USL	UC1D1	13 76	10 07	7.08								
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.76	10 07	7 08	0 00	0 00						
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.76	10 07	7 08	0.00	0 00						
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13 76	10 07	7.08	0 00	0 00						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
	Exchange Ports - 2-Wire Analog Line Port- Res			UEPSR	UEPRL	1 40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1 40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1 40	3.74	3.63	1.88	1 80						
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res			UEPSR	UEPAF	1.40	3 74	3.63	1 88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida Residence Area Calling Plan, without Caller ID capability			UEPSR	UEPA9	1 40	3 74	3.63	1 88	1 80						
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPSR	UEPA1	1 40	3 74	3 63	1.88	1 80						
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPSR	UEPA8	1 40	3.74	3 63	1.88	1 80						
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1 40	3 74	3 63	1 88	1.80						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1 40	3.74	3.63	1 88	1 80						
	Subsequent Activity			UEPSR	USASC	0.00	0 00	0.00								
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	2 26	0 00	0 00								
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1 40	3 74	3 63	1 88	1.80						
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus			UEPSB	UEPBO	1 40	3.74	3.63	1 88	1 80						
	Exhange Ports - 2-Wire VG unbundled Incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.40	3 74	3 63	1 88	1 80						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.40	3 74	3 63	1 88	1 80						
	Subsequent Activity			UEPSB	USASC	0 00	0.00	0 00								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	2 26	0 00	0.00								
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.40	39 06	18 18	12 35	0.7187						
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1 40	39 06	18.18	12 35	0 7187						
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1 40	39 06	18.18	12 35	0 7187						
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.40	39 06	18 18	12 35	0 7187						
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1 40	39 06	18 18	12 35	0.7187						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39 06	18 18	12 35	0 7187						
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.40	39 06	18.18	12.35	0 7187						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1 40	39 06	18.18	12.35	0 7187						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1 40	39 06	18.18	12.35	0 7187						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1 40	39 06	18 18	12 35	0 7187						
	Subsequent Activity			UEPSP	USASC	0.00	0 00	0 00								
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2 26	0 00	0 00								
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					1 40	3 74	3 63	1 88	1 80						
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES															
	The DS1 Port rates below for 4-Wire DDITS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.															
	Requests for 4-Wire DDITS Trunk Ports with 4-Wire ISDN DS1 Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8 73	78 41	15 82	41 94	4 26						
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability (E.4/1/2004)			UEPDD	UEPDD	54 95	151 11	77 75	48.81	3.10						
	Exchange Ports - 2-Wire ISDN Port (See Notes below)			UEPTX, UEPSX	U1PMA	8.83	46 83	50 68	27.64	11 93						
	All Features Offered			UEPTX, UEPSX	UEPVF	2.26	0.00	0.00								
	Exchange Ports - 2-Wire ISDN Port – Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	EXCHANGE PORT RATES (continued)															
	Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (E:4/1/2004)			UEPEX	UEPEX	82.74	174 61	95 17	49 80	18 23						
	Exchange Ports - 4-Wire ISDN DS1 Port (E 4/1/2004)			UEPDX	UEPDX	82 74	174 61	95.17	49 80	18 23						
	Physical Collocation - DS1 Cross-Connects			UEPEX UEPDX	PE1P1	1.32	27 77	15 52	5 93	4 77						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			UEPEX UEPDX	CNC1X	7 50	155.00	14 00								
	Detailed E911 with Locator Capability (required with UEPEX port)															
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0 00	1,809 00		151 12							
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0 00	175 66									
	New or Additional PRI Telephone Numbers															
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1C	0 0699	0 5412									

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0 0699	12 71	12 71								
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0 00	0 5412									
	Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0 00	25 42	25 42								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPEX UEPDX	LNPCN	1 75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPEX	PR71V	0 00	0.00	0 00								
	Digital Data			UEPEX	PR71D	0 00	0 00	0 00								
	Inward Data			UEPDX	PR71E	0 00	0 00	0 00								
	New or Additional Channel															
	New or Additional - Voice/Data "B" Channel			UEPEX	PR7BV	0 00	15 48									
	New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0 00	15 48									
	New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0 00	15.48									
	New or Additional Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0 00										
	New or Additional Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0 00										
	New or Additional PRI "D" Channel			UEPEX	PR7EX	0 00	15 48									
	CALL TYPES															
	Inward			UEPEX UEPDX	PR7C1	0 00	0 00	0 00								
	Outward			UEPEX	PR7CO	0 00	0 00	0 00								
	Two-way			UEPEX	PR7CC	0 00	0 00	0 00								
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.40	3 74	3.63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1 40	3 74	3 63	1 88	1 80						
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0 102	0 102								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0 102	0 102								
	UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1 40	3 74	3.63	1 88	1 80						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.40	3 74	3 63	1 88	1 80						
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0 102	0 102								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.102	0.102								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0 0007662										
	End Office Trunk Port - Shared, Per MOU					0.000164										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0001319										
	Tandem Trunk Port - Shared, Per MOU					0 000235										
	Tandem Switching Function Per MOU (Melded)					0 000027185										
	Tandem Trunk Port - Shared, Per MOU (Melded)					0 000048434										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Melded Factor 20 61% of the Tandem Rate															
Common Transport																
	Common Transport - Per Mile, Per MOU					0 0000035										
	Common Transport - Facilities Termination Per MOU					0 0004372										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10 94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15 05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25 80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	24 63										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1 17	53.31	26 46	27 50	8 37						
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1 17	53.31	26 46	27 50	8 37						
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	1 17	53.31	26.46	27 50	8 37						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled Florida extended dialing with Caller ID			UEPRX	UEPA1	1 17	53 31	26 46	27 50	8.37						
	2-Wire voice unbundled Florida extended dialing port without Caller ID capability			UEPRX	UEPA8	1 17	53 31	26 46	27.50	8 37						
	2-Wire voice unbundled Florida Area Calling Port without Caller ID Capability			UEPRX	UEPA9	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1 17	53 31	26 46	27 50	8 37						
FEATURES																
	All Features Offered			UEPRX	UEPVF	2 26	0 00	0 00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0 35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0 102	0 102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0 102	0 102								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0 00	0 00	0 00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0 83								
OFF/ON PREMISES EXTENSION CHANNELS																
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPRX	UEAEN	10.69	49.57	22 83	25.62	6.57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPRX	UEAEN	15.20	49.57	22 83	25.62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPRX	UEAEN	26 97	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPRX	UEAED	12 24	135 75	82 47	63 53	12.01						
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPRX	UEAED	17 40	135 75	82 47	63 53	12 01						
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPRX	UEAED	30 87	135 75	82 47	63.53	12 01						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	25 32	47.35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0 0091	0 00	0 00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10 94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15 05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25 80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	24 63										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1 17	53 31	26.46	27.50	8 37						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1 17	53.31	26 46	27 50	8 37						
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1 17	53.31	26.46	27 50	8 37						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1 17	53 31	26.46	27 50	8 37						
	2-Wire voice unbundled incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.17	53.31	26 46	27 50	8 37						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0 35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	2 26	0 00	0 00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0 102	0 102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0 102	0.102								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0 00	0 00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8 33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	10.69	49.57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	15.20	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	26 97	49 57	22 83	25.62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	12 24	135 75	82.47	63.53	12 01						
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	17.40	135 75	82.47	63.53	12.01						
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPBX	UEAED	30 87	135 75	82 47	63.53	12.01						
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	25 32	47 35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0091	0 00	0 00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10 94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15 05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25 80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	24.63										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1 17	174 81	100 65	75.88	12 73						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3 15	0 00	0 00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	2.26	0 00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8 45	1 91								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1 91								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0 00	0 00	0 00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7 86	7 86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8 33	0 83								
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12 24	135 75	82 47	63 53	12 01						
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17 40	135 75	82 47	63 53	12.01						
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	30 87	135 75	82 47	63.53	12 01						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12 92	120 38	43 56	95 00	10 54						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18 36	120 38	43 56	95 00	10.54						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	32 58	120 38	43 56	95 00	10 54						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	25 32	47 35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0 0091	0 00	0 00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10 94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15 05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25 80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	24 63										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1 17	174 81	100 65	75 88	12 73						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.17	174 81	100 65	75 88	12 73						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.17	174.81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1 17	174.81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1 17	174.81	100 65	75.88	12 73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.17	174.81	100.65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1 17	174 81	100 65	75 88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1 17	174.81	100 65	75.88	12 73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.17	174 81	100.65	75.88	12 73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1 17	174 81	100.65	75 88	12 73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1 17	174.81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1 17	174 81	100.65	75 88	12.73						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3 15	0 00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	2 26	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8 45	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8 45	1 91								
ADDITIONAL NRCs																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0 00	0 00	0 00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7 86	7.86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0 83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12 24	135 75	82 47	63 53	12 01						
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17 40	135 75	82.47	63 53	12.01						
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	30 87	135 75	82.47	63 53	12 01						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12 92	120 38	43 56	95 00	10 54						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18 36	120 38	43 56	95 00	10 54						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	32 58	120 38	43 56	95 00	10 54						
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	25.32	47 35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0 0091	0 00	0 00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			10 94										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			15 05										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			25.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	24 63										
	2-Wire Voice Grade Line Ports (COIN)															
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1 17	53 31	26 46	27 50	8 37						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1 17	53 31	26 46	27 50	8 37						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1 17	53.31	26 46	27 50	8.37						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1 17	53 31	26 46	27.50	8.37						
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1 17	53 31	26 46	27 50	8 37						
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.17	53 31	26.46	27.50	8 37						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.17	53.31	26 46	27 50	8 37						
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1 17	53 31	26.46	27.50	8 37						
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1 86	0 00	0 00	0 00	0.00						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0 102	0 102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0 102	0 102								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13 64										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18 80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32 27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12 24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17 40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30 87										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPFR	UEPAF	1 40	174 81	100 65	75.88	12.73						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1 40	174 81	100 65	75 88	12 73						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	25 32	47 35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0 0091										
FEATURES																
	All Features Offered			UEPFR	UEPVF	2 26	0 00	0 00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFR	LNPCX	0 35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16 97	3 73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16 97	3 73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11 21	1 10								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13 64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18 80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12 24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17 40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	30 87										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1 40	174.81	100 65	75 88	12 73						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1 40	174 81	100 65	75 88	12.73						
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1 40	174.81	100 65	75 88	12 73						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	25 32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0091										
FEATURES																
	All Features Offered			UEPFB	UEPVF	2.26	0.00	0 00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		16 97	3.73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16 97	3 73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11 21	1 10								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18 80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32 27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	12.24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	17.40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	30 87										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.40	174 81	100 65	75 88	12 73						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1 40	174.81	100 65	75.88	12 73						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1 40	174 81	100 65	75.88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1 40	174 81	100 65	75.88	12 73						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1 40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1 40	174.81	100.65	75.88	12 73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.40	174 81	100.65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1 40	174 81	100.65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1 40	174 81	100 65	75.88	12 73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1 40	174 81	100.65	75 88	12 73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1 40	174 81	100 65	75.88	12 73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.40	174 81	100 65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.40	174.81	100.65	75 88	12 73						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFP	LNPCP	3 15	0 00	0 00								
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	25 32	47.35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0091										
FEATURES																
	All Features Offered			UEPFP	UEPVF	2.26	0 00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-Is			UEPFP	USAC2		16.97	3.73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16.97	3 73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1 10								
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			20 95										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.11										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			39 58										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.24										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17 40										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30 87										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.71	214 16	98 29								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7 85	1 87								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7 85	1 87								
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32 26								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11 21	1 10								
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0 00	0 00	0 00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0 00	0 00	0 00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0 00	0 00	0 00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0 00	0 00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0 00								
	Reserve DID Numbers			UEPPX	NDV	0 00	0.00	0 00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3 15	0 00	0 00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		22 63										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		29 05										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		45 84										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	15 25										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	21 67										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	38.46										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	7 38	194 52	145 09								
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0 00	25 22	17 00								
	ADDITIONAL NRCs															
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11.21	1.10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8 33	0 83								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0 35	0.00	0 00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0 00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0 00								
	CSD			UEPPB UEPPR	U1UCC	0 00	0 00	0 00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0 00	0 00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2 26	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	25.3291	47.35	31 78	18 31	7 03						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0091	0 00	0 00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															
	Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		153.48										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		183.28										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		261 12										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	70 74										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	100 54										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	178 38										
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPPP	UEPPP	82.74	488 36	276.65								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is (E:4/1/2004)			UEPPP	USACP	0 00	84 17	61 38								
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digti Trk Port - Subsqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.5412									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12 71	12 71								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		25 42	25 42								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1 75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0 00	0.00	0 00								
	Digital Data			UEPPP	PR71D	0 00	0.00	0 00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0 00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0 00	15.48									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	15 48									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15 48									
CALL TYPES																
	Inward			UEPPP	PR7C1	0 00	0 00	0.00								
	Outward			UEPPP	PR7CO	0 00	0 00	0 00								
	Two-way			UEPPP	PR7CC	0.00	0 00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	88 6256	105 54	98 47	21.47	19 05						
	Each Airline-Fractional Additonal Mile			UEPPP	1LN1B	0 1856										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.																
Requests for 4-Wire DS1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		125.69										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		155 49										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		233 33										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	70.74										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	100 54										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	178 38										
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port (E:4/1/2004)			UEPDC	UDD1T	54 95	464 86	259.23								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is (E:4/1/2004)			UEPDC	USAC4		95 31	46 71								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes (E.4/1/2004)			UEPDC	USAWA		95 31	46.71								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk (E.4/1/2004)			UEPDC	USAWB		95.31	46.71								
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.69	15 69								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15 69	15.69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15 69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - inward Trunk with DID			UEPDC	UDTTD		15 69	15 69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15 69	15.69								
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0 00i	655 00s								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0 00i	655.00s								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0 00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0 00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88 44	105.54	98.47	21.47	19.05						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0 1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0 00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.1856	0 00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0 00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0 00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	70.74	0 00	0 00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	100.54	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	178.38	0.00	0 00								
UNE DS0 Channelization Capacities (D4 Channel Bank Configurations)																
	24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	118.06	0.00	0 00								
	48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00								
	96 DS0 Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24	0 00	0.00								
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708.36	0 00	0 00								
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944.48	0 00	0 00								
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM2O	1,180.60	0 00	0 00								
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416.72	0.00	0.00								
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,888.96	0.00	0.00								
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM4O	2,361.20	0.00	0 00								
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833.44	0.00	0.00								
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,305.68	0 00	0.00								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		13 41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		18 57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		32.04										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	24 63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	30.87										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1 17	53.31	26 46	27.50	8 37						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1 17	53 31	26 46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1 17	139 49	86 10	65.41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1 17	53.31	26.46	27 50	8 37						
Georgia and Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1 17	53 31	26 46	27.50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1 17	53,31	26.46	27.50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPHM	1 17	139 49	86.10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP91	UEPHZ	1 17	139 49	86.10	65 41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.17	53.31	26.46	27 50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1 17	53 31	26 46	27 50	8 37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0 7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0 35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	2.26										
	All Select Features Offered, per port			UEP91	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26										
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0 00	0 00	0.00	0 00	0.00						
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0 00	0.00	0 00	0 00	0 00						
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0 00	0 00	0 00	0 00	0 00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8 73										
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0 66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP91	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0 66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21 50	8 42								
	Conversion of Existing Centrex Common Block			UEP91	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP91	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	618 82									
	Secondary Block, per Block			UEP91	M2CC1	0 00	71 31									
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0 00	66 48									
	UNE-P CENTREX - 5ESS (Valid In All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		10 94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		15.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		25 80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		13 41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		18 57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		32 04										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	30.87										
	UNE Port Rate															
	All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1 17	53 31	26 46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1 17	53 31	26 46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1 17	53.31	26.46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1 17	139 49	86.10	65.41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1 17	53 31	26.46	27 50	8 37						
	AL, KY, LA, MS, SC, & TN Only															
	FL & GA Only															
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	1.17	53.31	26.46	27 50	8 37						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1 17	53 31	26.46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPHM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPHZ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1.17	53 31	26 46	27 50	8 37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0 7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	2 26										
	All Select Features Offered, per port			UEP95	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2 26										
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0 00	0 00	0 00	0 00	0 00						
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0 00	0 00	0 00	0 00	0.00						
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0 00	0 00	0 00	0 00	0 00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8 73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	54 95										
	DS0 Channels Activated, each			UEP95	M1HDO	0 00	15 69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	M1GBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0 0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0 66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP95	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2	0 00	21.50	8 42								
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5.17	8 32								
	New Centrex Standard Common Block			UEP95	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP95	M1ACC	0 00	618 82									
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0 00	66 48									
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8 33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11 21	1.10								
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		10 94										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		15 05										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		25 80										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		13 41										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		18 57										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		32 04										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.77										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	13 88										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	24 63										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.24										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17 40										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	30 87										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1 17										
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1 17	53 31	26 46	27 50	8.37						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1 17	53.31	26 46	27.50	8.37						
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1 17	53 31	26 46	27 50	8.37						
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.17	53.31	26 46	27 50	8.37						
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.17	53 31	26 46	27.50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1 17	53 31	26 46	27 50	8.37						
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1 17	53 31	26 46	27.50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.17	53 31	26.46	27 50	8.37						
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1 17	53 31	26 46	27.50	8 37						
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1 17	53 31	26 46	27.50	8.37						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1 17	53 31	26.46	27.50	8.37						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1 17	53 31	26 46	27.50	8 37						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1 17	139 49	86 10	65.41	13 81						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1 17	139 49	86 10	65 41	13 81						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1 17	139 49	86 10	65.41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1 17	139.49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1 17	139 49	86.10	65.41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1 17	139 49	86 10	65 41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1 17	139 49	86.10	65 41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	1.17	139 49	86.10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.17	53 31	26 46	27 50	8.37						
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1 17	53 31	26.46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPHC	1.17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPHD	1 17	53 31	26 46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPHE	1.17	53.31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPHF	1 17	53 31	26 46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPHG	1 17	53 31	26 46	27.50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPHT	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPHU	1 17	53.31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPHV	1.17	53 31	26 46	27.50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPH3	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1.17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPHW	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPHJ	1 17	53.31	26.46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPHM	1 17	139 49	86 10	65.41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPHO	1 17	139.49	86 10	65 41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPHP	1 17	139.49	86 10	65 41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPHQ	1.17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPHR	1 17	139.49	86.10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3,4			UEP9D	UEPHS	1 17	139 49	86 10	65.41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPH4	1 17	139.49	86.10	65 41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPH5	1 17	139 49	86 10	65 41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPH6	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPH7	1.17	139 49	86 10	65.41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPHZ	1 17	139.49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1 17	53.31	26.46	27.50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1 17	53.31	26 46	27 50	8 37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0 7384										
Local Number Portability																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEP9D	LNPCC	0 35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	2 26										
	All Select Features Offered, per port			UEP9D	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.26										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0 00	0 00	0 00	0 00	0 00						
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0 00	0 00	0.00	0.00	0 00						
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0 00	0 00	0 00	0 00	0 00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54 95										
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0 00	15 69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0 0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21 50	8.42								
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		5 17	8 32								
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP9D	M1ACC	0 00	618.82									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0 00	66 48									
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0 83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11 21	1 10								
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		10 94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		15 05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		25.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		13.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		18.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		32 04										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	24 63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12 24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17 40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	30 87										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1 17	53 31	26 46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.17	139 49	86 10	65 41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1 17	53 31	26.46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1 17	53 31	26 46	27 50	8 37						
Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPHA	1.17	53 31	26 46	27 50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPHB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPHH	1 17	53.31	26 46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPHM	1 17	139 49	86.10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9E	UEPHZ	1 17	139.49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPH9	1.17	53.31	26 46	27.50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPH2	1.17	53 31	26.46	27 50	8.37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0 7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0 35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	2 26										
	All Select Features Offered, per port			UEP9E	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	2 26										
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0 00	0 00	0 00	0.00	0 00						
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0 00						
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00	0 00	0 00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	54.95										
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0 0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0 66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0 66										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP9E	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0 66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21 50	8 42								
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5 17	8 32								
	New Centrex Standard Common Block			UEP9E	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP9E	M1ACC	0 00	618 82									
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0 00	66 48									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8 33	0 83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11 21	1 10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requres Interoffice Channel Mileage															
	Note 3 - Installation is combination of installation charge for SL2 Loop and Port															
	Note 4 - Requires Specific Customer Premises Equipment															
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

EXHIBIT B

US LEC / BELLSOUTH ARBITRATION ISSUES MATRIX

ISSUE NO.	ISSUE DESCRIPTION	US LEC'S POSITION	BELLSOUTH'S POSITION
A-1	What statutes, regulations or other laws, rules and regulations govern BellSouth's obligation to provide unbundled network elements under this Agreement? (Section 1.1)	US LEC believes that BellSouth is obligated to provide access to unbundled network elements under Sections 251(c)(3) and 271(c)(2)(B)(ii) of the Act, Part 51 of the FCC's rules, or as required by the Commission pursuant to Section 252(e)(3), *i.e.*, Applicable Law, and may only restrict or limit access to unbundled network elements as prescribed by Applicable Law.	The New Agreement is a Section 251 contract. As a result, the state commission, in arbitrating these disputes, is acting under its delegated authority under Section 251. Consequently, the New Agreement should not include any rights and obligations that arise from any independent state authority.
A-3	What charges may BellSouth charge for the conversion of wholesale services to Network Elements or Network Elements to wholesale services)? (Sections 1.6, 1.7.2)	BellSouth may not charge a non-recurring charge for the conversion of wholesale services to the equivalent Network Element.	Commission ordered "switch-as-is" nonrecurring rates should apply to the conversion of wholesale services to unbundled network elements or combinations thereof. For conversions of unbundled network elements to wholesale services, US LEC should pay the applicable charges pursuant to the tariff or contract to which such network elements are being transitioned in addition to the applicable disconnect charges under the New Agreement.

ISSUE NO.	ISSUE DESCRIPTION	US LEC'S POSITION	BELLSOUTH'S POSITION
A-5	(a) How should the vacatur of the FCC Rules and Orders be implemented under this agreement? (b) What rates, terms, and conditions should apply for the transition of unbundled network elements or combinations thereof that are no longer offered pursuant to or no longer in compliance with the New Agreement? (Section 1.5)	US LEC objects to the elimination of Network Elements without a notice provision. In the event a Network Element or service is no longer available under the terms of the Agreement, US LEC seeks a 90 day period from the date that BellSouth provides notice to US LEC of those services that BellSouth considers no longer available under the agreement. Conversion, in addition to rearrangement or disconnection, should be an option as well.	(a) Upon effective date of vacatur, the parties should cooperatively transition the embedded base of unbundled network elements and combinations thereof and services to tariff services offered pursuant to a separate agreement. Such transition should be completed within 30 days. If US LEC fails to cooperate or refuses to transition its embedded base within this 30 day period, BellSouth may disconnect services to US LEC but only after giving 30 days additional notice. The appropriate tariff or contract rate should apply from the effective date of the vacatur. (b) US LEC must submit orders to rearrange, disconnect, or convert services within 30 calendar days of execution of the New Agreement. If US LEC fails to submit orders, BellSouth shall provide notice of noncompliance and give US LEC additional 16 days notice to submit orders or the services will be disconnected. If US LEC fails to submit orders within 30 days, US LEC should pay applicable tariff or new contract rate from the effective date of the agreement. US LEC should reimburse BellSouth all costs associated with identifying any services for which orders have not been submitted to be transitioned by US LEC
A-6	What is the process for asking BellSouth to perform routine network modifications and what charges may BellSouth impose for performing such modifications? (Section 1.7.4)	BellSouth must establish non-discriminatory processes and pricing, consistent with Section 252(d)(2) of the Act, for routine network modifications.	US LEC should submit service inquiries to request routine network modifications to the extent BellSouth does not perform such routine network modifications during normal operations. Each request should be handled on a individual project basis and BellSouth will provide a price quote for such project. BellSouth will perform the requested routine network modifications upon receipt of payment.

EXHIBIT B

ISSUE NO.	ISSUE DESCRIPTION	US LEC'S POSITION	BELLSOUTH'S POSITION
A-7	Is BellSouth required to permit commingling of unbundled network elements or combinations thereof with any service, network or other offering that BellSouth is obligated to make available only pursuant to Section 271 of the Act? (Sections 1.1, 1.7.5)	BellSouth must continue to provide access to unbundled network elements required by Section 271 of the Act under the Agreement even if it no longer is required to provide such elements pursuant to Sections 251 or 252 of the Act or the FCC's rules.	No. Pursuant to the FCC's errata in the TRO, there is no obligation to commingle with 271unbundled network elements or services.
A-8	Is BellSouth obligated to commingle unbundled network elements or combinations thereof with wholesale services or facilities that are not telecommunications services? (Section 1.8.1)	The definition of "commingling" should track the FCC's rules' definition.	No. The commingling obligation is limited to telecommunications services and should not be more broadly applied to other services, including services over which the Commission has no jurisdiction.
A-9	What rate should apply to multiplexing equipment that is attached to commingled circuits? (Sections 1.8.4)	The multiplexing equipment and Central Office interface Channel interfaces should be billed from the jurisdictional authority of the lower bandwidth service.	The multiplexing equipment should be billed from the same agreement or tariff as the higher bandwidth of services attached to the multiplexing equipment.
A-12	(a) Is BellSouth obligated to restore the copper loop if it is not technically feasible to do so? (b) What interval should apply to the determination of technical feasibility and provisioning of the loop? (Section 2.1.1.5)	If a copper loop is available, BellSouth is required to restore it to service, and, if it cannot, then it must provide the 64kbps narrowband voice grade channel to US LEC on the same interval as an equivalent Loop without additional costs to US LEC.	(a) No. (b) BellSouth should have 60 days to determine the technical feasibility of restoring a loop. The interval for provisioning such a loop should be mutually negotiated between the parties and based on the physical condition of the loop.
A-17	Can BellSouth decline to make available Dark Fiber Loops or Dark Fiber Transport if it has plans to use it within a two- year planning period? (Sections 2.8.6.3.1, 6.4.3.1)	BellSouth should not be permitted to decline to make unbundled dark fiber (either loops or transport) available based on such an extended planning period.	If BellSouth has allocated fiber to a defined network planning project for a two year period, said fiber should not be available for use during this two year time period.

ISSUE NO.	ISSUE DESCRIPTION	US LEC'S POSITION	BELLSOUTH'S POSITION
A-18	Should there be a limit to the amount that US LEC should pay for a loop to be restored to its original state when US LEC requests that BellSouth modify a loop such that voice services on the loop are significantly degraded? (Section 3.1.8)	BellSouth should apply the same charges to restore the loop that was significantly degraded for the purpose of providing xDSL service as BellSouth charged US LEC to modify the loop for the purpose of providing xDSL service.	No. US LEC should be required to pay all costs incurred in restoring a loop to its original state.
A-19	What rate should apply for currently combined unbundled network elements for which there is no specific rate set forth in the New Agreement for such currently combined unbundled network elements? (Section 5.4.1)	Rates should be negotiated between the parties.	The rate should be the sum of the Commission approved recurring rates for the individual unbundled network elements in addition to the applicable Commission approved nonrecurring "switch-as-is" charges.
A-20	What reference to the FCC's rules should apply to routine network modifications (Section 1.7.4)	47 CFR Part 51 should apply.	47 CFR 51.319(a)(8) and (e)(5) should apply.
A-21	Can US LEC adopt an agreement that has not been amended to incorporate the TRO when the Change in Law provision of US LEC's current agreement has been triggered?	Yes.	No.